

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1021**

**AND**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2010 – JUNE 30, 2012**

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This Collective Bargaining Agreement (hereinafter Agreement) is entered into by the City and County of San Francisco (hereinafter City) acting through its designated representatives and the Service Employees International Union, Locals UHW, 790 and 535 (hereinafter Union).

## ARTICLE I – REPRESENTATION

### A. RECOGNITION

#### Classifications Currently Represented

1. The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance, for the classifications listed in Attachment A and employees in these classifications who perform duties for the City and County of San Francisco, San Francisco Unified School District and the Community College District. The provisions of this Agreement shall apply to said employees to the extent authorized by law as provided in Charter Section A8.409-1.

#### Placement of New Classifications

2. Any non-supervisory, new or amended classification or reclassification not claimed by another Union and related to SEIU-represented classes shall be automatically assigned to a bargaining unit represented by SEIU. The current practice as established by the Employee Relations Ordinance will continue for supervisory classes. The Union will be notified within seven (7) calendar days of any such assignments.
3. Whenever a new class is created by the Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the CSC Rule and provisions of the San Francisco Administrative Code.
4. Should there be a dispute regarding appropriate unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

#### Applicability of the Agreement to All Newly Recognized Classifications

5. The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.
6. Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

Employee Relations Ordinance

7. During the term of this Agreement, the parties will meet and confer in good faith to reach mutual agreement, if practicable, upon the structure and number of the units and sub-units into which the classifications represented by the Union should be allocated, consistent with the factors set forth in Charter Sec. 16.210 (b) of the Employee Relations Ordinance. It is the parties' intent to complete this process within six (6) months after the effective date of this Agreement. It is also the parties' intent that this process will not result in a change in the recognized representative for any classification nor will it result in an increase in the number of bargaining units. In the event the parties agree to modify any units or sub-units, the parties shall jointly recommend this agreement to the Civil Service Commission. In the absence of an agreement, no recommendation regarding consolidation shall be issued. Unresolved disputes shall not be subject to the interest arbitration procedures of Charter Section A8.409, et seq.

**B. INTENT**

8. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general memberships of the Unions of the Joint Council or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
9. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter Section A8.409.
10. In the event the parties reach a tentative agreement, the Employee Relations Director and the Union negotiating team shall present a full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the City and the Union general membership for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.
11. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions within the scope of representation.

**C. MANAGEMENT RIGHTS**

12. Except to the extent there is contained in this Agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal city rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the City. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the city's organization and operations. The City may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
13. However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

**D. NO WORK STOPPAGE**

14. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage. Represented employees are also bound by the above. The City agrees not to conduct a lockout against any of the employees covered by this agreement during the term of this Agreement.

**E. OBJECTIVE OF THE PARTIES**

15. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
16. Recognizing the challenging fiscal realities facing San Francisco and the State of California, the parties agree that in order to preserve City services and employment, they must work cooperatively to identify operational efficiencies, explore additional sources of revenue, and, if necessary, reduce the size of the City workforce through attrition, retraining and reorganization. The parties further agree that it is in their mutual interest to avoid unnecessary reductions in direct public services and to prevent existing City employees from becoming jobless and therefore they mutually agree that they shall focus their efforts to maintain programs and public service jobs to the fullest extent possible.

**F. UNION SECURITY**

Application

17. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all employees of the City in all classifications represented by SEIU Local, either jointly or individually, in representation units 1, 2, 4, 6, 8 and 9, when on paid status, except those mutually designated classifications and mutually designated individual on-call employees who are employed for less than 20 hours per week. The provisions of this Section shall not apply to individual employees of the City in representation units 1, 2, 4, 6, 8 and 9 who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.
18. When the Employee Relations Director receives a request from a department head to designate position(s) as management, the Employee Relations Director shall give the Union notice of such request. The Union shall have ten (10) working days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the Employee Relations Director and the Union shall meet to discuss the requested designation(s). In accordance with Section 16.208 of the Employee Relations Ordinance, the Employee Relations Director shall thereafter approve or disapprove the requested designation(s).
19. If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination as provided in the Employee Relations Ordinance. The Union and the City may jointly request that the assigned Administrative Law Judge have a labor relations background.

20. Designation(s) of position(s) by the Employee Relations Director as management, for which no challenge has been filed by the Union shall result in termination of agency shop fees if applicable. Challenges of designation(s) by the Union shall result in agency shop fees being placed in escrow until the disagreement is resolved by an Administrative Law Judge. Following final determination by the Administrative Law Judge, the fees shall be dispersed to either the employee or the Union depending on who prevails.

Agency Shop

21. For the term of this Agreement, all current and future employees of the City as described in paragraph 17 above except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

Religious Exemption

22. If an employee in a classification covered by this Agreement sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay the service fee. In lieu of paying the service fee, the employee shall pay a charitable contribution equal to the service fee to one of the three following charitable organizations: (1) United Way of the Bay Area, (2) Community Health Charities of California (San Francisco/East Bay Branch), or (3) Local Independent Charities. The charitable contribution shall be paid in the amounts and at the times the service fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide the City and the Union with an acknowledgement of receipt from the charitable organization or other satisfactory evidence that the charitable contribution has been paid.

Payroll Deductions

23. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this section represented by each constituent union of the SEIU Joint Council and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions solely for the Union representing the employee's classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another SEIU Local Union, in addition to the service fee deduction.
24. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in paragraph 17 above.
25. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The

Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

26. Effective with the first complete pay period worked by an employee newly employed in a classification described paragraph 17 above and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee.
27. Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
28. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
29. The union shall be entitled to collect, through the payroll deduction method, membership dues, COPE deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.
30. At the time of fingerprint processing, the City will provide new permanent and provisional employees in those units listed in Appendix "A" with a Union-provided packet of information regarding the Union and agency shop. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise such employees that the packet is being provided pursuant to a Memorandum of Understanding with the Union and the contents are neither known nor endorsed by the City.

Employees Exempt from Agency Shop

31. Employees covered by this Agreement not subject to the agency shop requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, 875 Stevenson Street, San Francisco 94103. The City shall deliver a copy of any revocation notice to the Union not later than March 1.

Financial Reporting

32. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Indemnification

33. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Agreement.

**G. OFFICIAL REPRESENTATIVES AND STEWARDS**

Official Representatives

34. The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each two-hundred and fifty (250) employees in such unit; or fraction thereof, in excess of two-hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of city-wide Agreement meeting and conferring on all matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
35. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
36. b. No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized management official.
37. c. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
38. d. Official representatives who are assigned to evening and night shift work schedules and who participate in meeting and conferring during day shift hours shall be released from their regular shift pursuant to the rules established herein. Official representatives shall not be provided compensatory release time for participating in meeting and conferring on regular days off except as may be mutually determined.
39. Release time for official representatives engaged in meeting and conferring affecting a department or other work unit of City government shall be determined by mutual agreement.

40. The rules for release time for City-wide meeting and conferring shall apply.

Stewards

41. The Union shall furnish the City with an accurate list of City-wide shop stewards and designated officers from each Local in areas as designated by the Union. The Union may submit an amendment to the list at any time. An employee has no status as a steward unless the City has received verification in writing from the Union that the employee is a steward in a given area.

42. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
43. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with Management without loss of pay or benefits. Union Stewards shall advise their first level supervisors prior to engaging in Union business. Such notification of release time shall normally be made in advance and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with Management. The Union will attempt to insure that shop steward release time will be equitably distributed. Normally one steward will be sufficient for a single investigation of a grievance or appeal, except for Shop Steward Trainee Observers.
44. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) a shop steward shall not unreasonably be denied the right to leave his/her post or duty to represent the employee.
45. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled if a Shop Steward is denied release time.
46. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.
47. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
48. Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.
49. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.
50. All newly-elected Stewards shall be allowed four (4) hours paid release time for Union Steward training. In addition, four (4) hours paid release time shall be paid for all Stewards for training regarding the provisions of the new Collective Bargaining Agreement.

Official Representatives to Retirement and Health Service Board Meetings

51. Subject to operational needs, the City shall allow one (1) union representative from among all SEIU locals release time in order to attend the Retirement Board and Health Service Board meetings.



**H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS**

Bulletin Boards

52. Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head.

Inter-Office Mail

53. To the extent permissible under the law, the Union may make reasonable use of the City's interoffice mail system to communicate with appointing officers, personnel officers, stewards and officers of the Union.

Union Access

54. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations as may be agreed to by the department and the Union.

Legal Materials

55. The City shall provide the Library with the following items, not to exceed fifteen (15) sets, to be placed at libraries selected by the Librarian: Charter, San Francisco Administrative Code, Annual Salary Ordinances, Civil Service Rules and this Agreement.

DPH Website and Telephone Hotline

56. In addition to job vacancy postings on the City website and telephone hotline and as otherwise obligated in the CBA, DPH will post all DPH job vacancies on the DPH internet website. Posted information shall include but not be limited to: job classification, shift, days-off and worksite as available. A telephone hotline will provide a separate non-nursing classification hot line for only DPH classifications that are open for permanent testing.

**I. VENDING MACHINES**

57. Subject to the requirements of the Charter and Sections 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 of the San Francisco Administrative Code, The Union is authorized to establish vending machines in employee work areas. The Union shall be responsible for their installation and operation and all costs relating thereto, including maintenance and insurance. Proceeds from sales made through the vending machines shall be deposited in a special fund under the direction and control of the Union and allocated exclusively for the benefit of employees' recreation and welfare.
58. It is the understanding of the Parties that Union will not establish vending machines in the Recreation and Parks Department that compete with vending machines currently established in the Department that contribute to the operating revenues of the Department.

**J. DATA**

59. The City shall provide information to the Union, in hard copy and electronically, as available, to permit the evaluation of contract compliance. The information shall be provided within ten (10) calendar days of a written request to the Employee Relations Department. This shall include, but not

be limited to, Names, department, worksite, classification, seniority, hire date, and status of represented employees.

60. The City and the Union agree that the Collective Bargaining Agreement will be printed with an index.

Equal Employment Opportunity (Glass Ceilings)

61. The City shall provide to the Union on an annual basis the Work Force Composition Report (EEO-4).

**ARTICLE II – EMPLOYMENT CONDITIONS**

**A. NO DISCRIMINATION**

Discrimination Prohibited

62. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, physical disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by State or Federal law.

63. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union and the employee shall elect only one. The election is irrevocable.

Reasonable Accommodation

64. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The City reserves the right to take any action necessary to comply therewith.

65. If there is a conflict between a proposed accommodation and this Agreement, the City will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

66. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the City and its Departments shall meet with the employee and, at the request of the employee, with the employee's Union representative. The City/Department will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the City/Department will meet with the Union representative to review problems concerning reasonable accommodation.

67. Departments shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

68. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, the City shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While his or her request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

Complaints of Discrimination

69. Discrimination complaints will be treated in strict confidence by both the Union and the City.

70. Progressive disciplinary action shall be imposed by the City upon any employee found to have engaged in discriminatory conduct in violation of this section.

No Discrimination on Account of Union Activity

71. Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of his/her rights granted pursuant to this Agreement, the Employee Relations Ordinance and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

**B. PROBATION**

72. All permanent appointees shall serve a six month probationary period, except as provided below:
73. 1. Employees who move from a part-time to a full-time position within a classification shall be subject to a three (3) month probationary period in the full-time position;
74. 2. Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a three (3) month probationary period in the new position;
75. 3. Employees who move to a new department in the same class or former class will serve a three (3) month probationary period;
76. 4. An employee who is appointed to a permanent position shall have his or her probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.
77. 5. When an employee is reinstated to a permanent position in a former class in a department other than the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.
78. 6. A six (6) month probation will be required following promotion to a higher classification.
79. 7. When an employee's position changes by permanent transfer to the same class in another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve three (3) months probation time.
80. 8. When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or department other than the one left, the employee shall serve three (3) months probationary time.

81. 9. A current regularly scheduled provisional employee who receives a permanent appointment in his or her class in another department shall have his or her probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least three (3) months.
82. 10. The probationary period for 8237, 8238 and 8239 Public Safety Dispatchers hired on or after July 1, 2007 shall conclude six (6) months after an employee's successful completion of the Department of Emergency Management training program.
83. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.
84. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.
85. Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of his or her performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring his or her performance to a satisfactory level.

**C. CONTRACTING OUT OF WORK**

86. Due to the size of the bargaining unit and the diversity of the classifications and employees within the unit, which enable the employees to perform various services in the diverse communities served by the City, the Mayor and the Union agree that, for the term of this 2006-2009 Agreement, the Mayor shall instruct the City's Department Heads over whom he has budgetary authority that:
87. Department heads shall not initiate and the Mayor shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and
88. Department heads shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
89. This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the City's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.
90. The Mayor agrees that it is not the intent of the City to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.

91. Notwithstanding any other provision of this section, the Mayor may propose pursuant to the City's standard procedures to contract out work currently performed by existing City employees (a) where external funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the Mayor and upon a majority vote of the Board of Supervisors.
92. Should the Mayor determine that the restrictions contained in this section unduly interfere with a department's or the City's ability to provide appropriate services to the diverse communities within the City, the Mayor and the Union agree to meet in order to resolve the concerns. If the Mayor and the Union cannot mutually agree, the matter shall be submitted to an arbitrator, selected pursuant to the provisions of Article IV (Grievance Procedure) of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the Mayor.
93. The City agrees that it will not assign work currently performed by SEIU-represented employees to any other bargaining unit.

Required Notice to the Union on Prop J Contracts

94. The City shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
95. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
96. The City agrees to discuss and attempt to resolve issues relating to:
  97. Possible alternatives to subcontracting;
  98. Questions regarding current and intended levels of service;
  99. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
  100. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
  101. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
  102. Questions regarding services supplied by the City to the Contractor.
103. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

Non-Prop J (Personal Services Contracts)

104. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a non-Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non-Prop J (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications.
105. If the Union wishes to meet with a department over a proposed non-Prop J (personal services contract), the Union must make its request to the appropriate department within two weeks after the Union’s receipt of the department’s notice.
106. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:
  107. Possible alternatives to subcontracting;
  108. Questions regarding current and intended levels of service;
  109. Questions relating to possible excessive overhead in the City’s administrative-supervisory/worker ratio;
  110. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
  111. Questions regarding services supplied by the City to the Contractor.
112. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
113. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards or commissions) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.
114. The City shall also provide advance notice of at least thirty (30) days to the Union of all amendments to existing non-Prop J contracts valued at more than \$100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the City shall meet to discuss with the Union the topics set forth above, in paragraphs 107 through 111.
115. The Mayor agrees to instruct department heads over whom he has budgetary authority not to initiate non-Prop J contracts for a term exceeding one (1) year, except as otherwise approved by the Mayor, after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.
116. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

Joint Labor Management Committee on Personal Service Contracts

117. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
118.       1.     Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
119.       2.     Explore establishing workload forecasting by city departments.
120.       3.     Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
121.       4.     Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.
122. The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

Grants

123. The City shall deliver to the Union a summary of any proposed grant agreement no later than thirty (30) days prior to the submission of the proposed grant agreement to any departmental commission or other approving authority for authorization to enter into any such agreement, the essential services of which could be performed by SEIU-represented classifications.
124. It is not the intent of the City to use the grant issuance process to avoid application of the subcontracting limitations of this Agreement.
125. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:
126.       Possible alternatives to subcontracting;
127.       Questions regarding current and intended levels of service;
128.       Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
129.       Questions relating to the effect on individual worker productivity by providing labor saving devices; and
130.       Questions regarding services supplied by the City to the Contractor.



Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

131. The City shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The City will not keep authorized budgeted positions vacant, nor is it the intent of City Departments to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.
132. Each quarter the City will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.

Sworn Police Officers

133. The City may temporarily assign sworn police officers to perform bargaining unit work in the event of an emergency situation or for short-term purposes in order to comply with the medical restrictions upon the police officer. These assignments shall not be made for the purpose of, or with the affect of, holding vacant, and unfilled, bargaining unit positions, or to displace SEIU-represented employees.

Severance/Retraining

134. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.
135.           1.       Take severance in one payment eliminating automatic recall rights;
136.           2.       Take severance as regular bi-weekly paychecks; retraining if offered by the City; placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;
137.           3.       Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list he/she shall receive severance pay for any period in which he/she suffers a loss of pay according to this severance entitlement.

**D. LAYOFF**

Department of Public Health

138. Management shall notify the Union in writing at least forty (40) working days before the elimination and reduction of DPH service which has an impact on bargaining unit members' wages, hours or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, management will expeditiously provide in writing, all existing information concerning such a proposed service change.

60-Day Minimum Notice

139. Any employee whose position is to be eliminated due to lack of funds shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) days prior to the effective date of the layoff, with the exception that if a special grant is unexpectedly terminated, the City shall provide

not less than thirty (30) days notice prior to the effective date of layoff. The Union shall receive copies of any layoff notice.

Minimum Notice for Displacements

140. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.
141. The provisions of this Section shall not apply to "as needed" or intermittent employees or employees hired for a specific period of time or for the duration of a specific project.

Request to Meet & Confer

142. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in paragraph 139, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Citywide Seniority in Classification

143. Layoff of employees shall be by inverse order of seniority in a classification City-wide. The five (5) year rule for City-wide bumping rights shall no longer apply.
144. Employees displaced by layoff shall be placed on the hold over list per CSC rules.

Retraining & Alternative Employment Opportunities

145. Retraining Program. In order to avoid layoffs, the City will provide an employee targeted for layoff (hereafter "an affected employee") the opportunity to participate in a reorientation/retraining program. The City shall bear the full costs of any retraining program. Retraining programs shall be developed through the Joint Training, Retraining and Career Development Committee set forth in Article V.G. All employees who have a minimum of twenty-four months of seniority shall be eligible to participate in the reorientation/retraining program. If the availability of funds is limited, disputes among affected employees will be resolved on the basis of City seniority.
146. Vacancies. Upon completion of the bumping process, an affected employee shall have priority to select one of any existing vacancies for which he/she may qualify upon completion of training within a reasonable period of time, not to exceed six months. (Subject to the approval of the Civil Service Commission.)
147. Positions to be Filled. When a position has been designated for a retraining candidate, that position shall be "held open" for no more than six (6) months, unless extended by mutual agreement. The City may fill the existing vacancy on a temporary basis in order to continue City services.

Severance

148. An employee who is laid off shall receive two weeks' pay for each year of service. An employee who accepts severance pay shall forfeit all holdover rights. If an employee accepts severance pay and

retires within two (2) years of accepting the severance pay, he or she shall reimburse the City for the full amount of the severance pay.

149. For all layoffs or displacements effectuated by the layoff of permanent civil service (PCS) employees, employees may elect to take severance pay, even if there is a vacant available position or a position occupied by a less senior incumbent in the class from which the employee is laid off, or a position to which the employee has reinstatement rights, as long as the person who elects severance pay forfeits and waives the opportunity to be placed, to displace a less senior incumbent, or to be reinstated, and waives all holdover rights to which the employee may be entitled as provided in paragraph 148.
150. Layoff notices shall advise employees notified of layoff the option to elect severance pay, and the notices shall advise employees that they may have displacement and/or reinstatement, and holdover rights. The notice shall advise the employee that he/she has fourteen (14) calendar days after receipt as defined by State law (e.g., allowing maximum of 5-days for notice by mail if notice is not given in any other manner) to make an election. The employee receiving a layoff notice shall, upon request, receive information regarding his/her place on the seniority roster(s) in his/her own classification and in previous underlying classifications. Within fourteen (14) calendar days after receiving such layoff notice as described above, the employee shall make an irrevocable election among his/her options.
151. For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect severance pursuant to Paragraph 148 of this Agreement will not reflect reductions in an employee's hourly rate that were implemented in accordance with Article III.A. of this Agreement.

Internal Job Placement Committee

152. In the event the City issues layoff notices to seventy five (75) or more SEIU-represented employees in a fiscal year, the City and SEIU shall convene an internal job placement committee (IJPC) within ten (10) days. The committee shall consist of no more than 10 representatives from each party, including a representative from the Mayor's Office and DHR. The committee shall be co-chaired by the Mayor's senior management designee and a designee of SEIU. For the first ninety (90) days after its establishment, the committee shall meet at least once a week unless mutually agreed otherwise. Members of this committee shall be on City-paid release time while at IJPC meetings. The mission of the committee shall be to use its best efforts to maintain City employment for all SEIU-represented employees facing layoff or displacement.
153. The IJPC shall be responsible for identifying alternative employment within the City for employees facing layoff or displacement. In addition to conferring regarding near-list opportunities and vacancies for employees facing layoff or displacement, the committee shall make recommendations to the City regarding the following subjects and any other alternatives that it may identify which the City will make all reasonable efforts to implement:
154. i. Savings that can be used to create jobs from existing budgeted and authorized vacant positions;
155. ii. Opportunities to utilize EDD workshare or similar arrangements as an alternative to planned layoffs; including but not limited to a pilot EDD workshare program; and

156.   iii.   Maintenance of existing positions funded by reductions in overtime expenditures related to bargaining unit work.

Employee Protection

157.   1.   Spring 2010: Between the date of the Agreement between the City and the Public Employees Committee of the San Francisco Labor Council (PEC) and June 30, 2010, inclusive, layoffs of employees represented by member unions that result in complete loss of City employment will be limited to four hundred twenty-five (425) positions, including notices previously issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit); and the San Francisco Institutional Police Officers' Association.
158.   2.   Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in paragraph 163 below.
159.       In such event, the City will provide the PEC with complete and current Budget Information (as defined in paragraph 165 below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers-Milias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the

adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

160. 3. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:
161. (a) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or
162. (b) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under paragraph 161 above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or
163. (c) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.

164. 4. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
165. 5. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.
166. 6. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

Payouts Pursuant to Involuntary Layoff

167. For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect involuntary layoff will not reflect reductions in an employee’s hourly rate that were implemented in accordance with Article III.A. of this Agreement.

**E. STAFFING LEVELS**

168. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.
169. The City agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The City agrees to provide any written information on staffing levels in a given department upon written request to the Employee Relations Division with any reproduction costs above a single copy to be paid by the Union.
170. The City, realizing that staffing reductions could result in increased workload pressures upon the remaining employees, shall use its best efforts to avoid mandatory overtime to the maximum extent

possible. Upon request of an employee, the City shall meet to discuss work priorities and/or workload reductions and/or alternatives to mandatory overtime. The employee may have a representative of his or her choice at such meeting.

171. The City will develop and provide Assignment Despite Objection forms for use by healthcare workers to document concerns regarding staffing levels and working conditions.

**F. REIMBURSEMENT OF WORK-RELATED EXPENSES**

Mileage

172. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective, as the changed rates are announced by the Internal Revenue Service and for all necessary parking and toll expenses.

Travel Expense

173. Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport or Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of three dollars and fifty cents (\$3.50) per day. Employees who reside within the City and County of San Francisco and are assigned work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of three dollars (\$3.00) per day. Employees who reside within the City and County of San Francisco and are assigned work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of eight dollars (\$8.00) per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.

Telephone Calls: Parking Control Officers

174. In lieu of receiving a reimbursement for telephone calls made by the employee while in the course of the employee's duties for the City, the annual base pay for 8214 Parking Control Officer and 8216 Senior Parking Control Officer shall be increased by a total of thirty-two dollars (\$32.00).

Damaged or Stolen Property

175. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9.
176. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

Meals

- 177. City employees shall, subject to the procedures established by the Controller, be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:
- 178. When an employee is required by his/her department to attend a meeting at which a meal is served and such meal is billed to the employee;
- 179. When an employee is traveling overnight out of the City on City business.

**G. FINGERPRINTING**

- 180. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

**H. PHYSICAL FITNESS JOINT LABOR-MANAGEMENT COMMITTEE**

- 181. Upon request of the Union, the City shall establish a Joint Labor-Management Committee to study employee health education programs, availability of City and private facilities for physical fitness activities, and funding sources for the implementation of a City-wide occupational health promotion program. The Committee shall be comprised of representatives from the Mayor, the Board of Supervisors, the Chief Administrative Officer, Department of Public Health, the Health Service System, the Recreation and Park Department, six (6) representatives from employee organizations including SEIU. Its committee members appointed by the Union shall serve on released time.

**I. COMMUTER CHECK**

- 182. Employees may participate in any commuter plan provided by the City.

**J. WELFARE REFORM**

- 183. No current bargaining unit employee shall be displaced by a person hired as a result of any agreed upon public apprenticeship program.
- 184. Participants in a public apprenticeship program who are working as apprentices to classifications represented by the Union shall be represented by the Union and shall be covered by this Agreement.
- 185. New classifications containing public apprenticeship participants or other workers employed in a program designed to address welfare reform which perform a substantial amount of work performed by Union-represented employees shall be assigned to a bargaining unit represented by the Union.

**K. PARKING FACILITIES**

- 186. Upon request of the Union, the Employee Relations Division shall approach the Mayor, the Board of Supervisors and/or other appropriate parties of interest in order to attempt to provide sufficient, secure parking facilities for employees at the department in question. Included in such discussions may be the development of a shuttle service; patrol and escort service and/or the building of a parking structure. The Employee Relations Division will invite departmental representatives to participate in such discussion as necessary.
- 187. For the duration of this Agreement, the monthly rate for basic employee parking at the Department of Public Health (DPH) will not exceed the price of a MUNI FastPass, plus \$10 for SEIU-represented



employees covered by this Agreement. Sufficient parking shall be provided to all employees who purchase a parking permit.

188. At all other Department operated and controlled parking facilities, the monthly rate for basic employee parking for SEIU represented employees covered by this Agreement will not exceed rates in effect as of June 1, 2004 or the price of a MUNI FastPass, plus \$10, whichever is higher.
189. The Union does not waive its rights to advocate within the legislative process regarding any proposal to increase employee parking rates.

**L. EMPLOYEE SUGGESTION PROGRAM**

190. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for consideration and possible awards.

Worker Initiated Cost Abatement Program

191. To encourage City employees to submit improvements in the management and operation of the City and County in order to sustain and improve services, increase nontax revenues, reduce inefficiency and improve the quality of work life, the City and its Departments shall implement an Employee Suggestion Program as described in the San Francisco Administrative Code, Article VIII, Sections 16.108 through 16.117a (as approved on 6/24/82) with the following changes:
  192. The Program may be utilized by all employees.
  193. Proposals to reduce City or Departmental services are not appropriate for consideration under this Program.
  194. SEIU may appoint one (1) departmental employee to serve on such committees as established in the Administrative Code. Union appointees will serve on paid release time.
  195. The amount of award granted to an employee shall be from \$50 to \$100, or 10% of the savings to the City or Department resulting from implementation of the suggestion in the first year following adoption of the suggestion, whichever is greater.
  196. Awards shall not be considered compensation for services rendered.
  197. Employees submitting suggestions shall be protected from any form of retribution.

**M. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES**

198. The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq. Nothing herein is deemed to supersede referenced state law.

**N. THE RIGHT TO PRIVACY IN THE WORKPLACE**

199. Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on his/her person and his/her work area to the extent provided by law.

**O. PEACE OFFICER STATUS**

200. The City and the Union shall meet and confer with regard to any actions taken as a result of the PUC study completed on June 30, 2004 concerning 7470 Watershed Keepers and 7220 Watershed Keeper Supervisors to the extent such actions are within the mandatory scope of bargaining.

**P. AUTOMATIC RESIGNATION**

201. Absence from duty without proper authorization for any period of time up to and including five (5) or less working days may be cause for disciplinary action by the Appointing Authority.
202. Absence from duty without proper authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be recorded as an automatic resignation. The employee shall be notified by certified mail of this action, prior to the effective date of the automatic resignation.

**Q. UNSATISFACTORY RESIGNATION**

203. The City agrees that in the event an employee resigns with services designated as unsatisfactory, the City shall not provide information to any inquiry or referral regarding the resignation other than that the employee has resigned, except as required by law.

**R. ADDITIONAL PART-TIME EMPLOYMENT**

204. There shall be no limit on outside employment, or service as an independent contractor, imposed upon any employee covered by this agreement, unless such employment can be shown to create a conflict of interest with his/her City employment.

**S. UNIFORMS AND EQUIPMENT**

205. The City shall provide uniforms as specified below for the workers in the listed classifications:

|   |                         |
|---|-------------------------|
| 2708 Custodian (who currently receive uniforms) |                         |
| 3302 Admission Attendant                        |                         |
| 3210 Swimming Instructor/Pool Lifeguard         |                         |
| 3214 Senior Swimming Instructor                 |                         |
| 3280 Assistant Recreation Director )            | Windbreakers and        |
| 3284 Recreation Director )                      | patches only if         |
| 3287 Assistant Recreation Supervisor)           | assigned to playground. |
| 7270 Watershed Keeper Supervisor                |                         |
| 7470 Watershed Keeper                           |                         |
| 8201 Adult Crossing Guard                       |                         |
| 8202 Security Guard                             |                         |
| 8204 Institutional Police Officer               |                         |
| 8207 Building and Grounds Patrol Officer        |                         |

8208 Park Patrol Officer  
8210 Head Park Patrol Officer  
8214 Parking Control Officer  
8216 Senior Parking Control Officer  
8217 Community Police Service Aid Supervisor  
8226 Museum Guard  
8228 Senior Museum Guard  
8274 Police Cadet  
8280 Environmental Control Officer  
9110 Fare Collections Receiver  
9116 Senior Fare Collections Receiver  
9131 Station Agent, Municipal Railway  
9209 Airport Police Services Aide  
9212 Airport Safety Officer  
9213 Senior Airfield Safety Officer

206. The departments shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

207. Specifications for uniforms subject to this Agreement including prescribed items, optional items, rain gear, shall be prepared by the appointing officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding.

Termination or Change of Employment; Return of Uniforms

208. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in his possession uniform items owned or leased by City must deliver such items, in good condition, reasonable wear and tear excepted.

Replacement of Uniforms

209. Replacements for uniforms shall be acquired by purchase or lease by the City and furnished to the members as indicated in this Agreement as the items wear out. Not more than one uniform shall be acquired by the City and County in any twelve-month period for the use of one employee enumerated herein, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve-month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the City.

Uniforms for Laundry Workers and Porters

210. Employees in classes 2760 Laundry Worker and 2770 Senior Laundry Worker at Laguna Honda and San Francisco General Hospital, and in classes 2736 Porter and 2738 Porter Assistant Supervisor at Laguna Honda and San Francisco General Hospital as well as the SEIU-represented classifications of Food Service Worker (2600 series) shall continue to be provided uniforms under the terms of existing departmental practices. The Department, upon request of the Union, will meet to discuss the type and number of uniforms to be issued.

Uniforms and Equipment for 8204 Institutional Police, 8202 Security Guard, 1705 Communications Dispatcher II and 8300 Sheriff's Cadets Assigned to the Institutional Patrol Unit

211. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8204 Institutional Police Officers a uniform allowance each year in the amount of Eight Hundred (\$800) dollars. The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
212. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8202 Security Guard, 1705 Communications Dispatcher II and 8300 Sheriff's Cadets a uniform allowance each year in the amount of Five Hundred (\$500) dollars. The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

Ammunition Allowance for 8204 Institutional Police Officers Assigned to the Sheriff's Department

213. The City will provide an adequate amount of ammunition per month, as determined by the Sheriff, for each 8204 Institutional Police Officer assigned to the Sheriff's Department to practice in order to qualify. As of the execution of the Agreement, the Sheriff has determined that amount to be 100 rounds per month.

Uniforms for Parking Control Officers

214. New employees in Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer, when needed as determined by the Appointing Officer or designee, shall be furnished uniforms as follows: one (1) jacket, five (5) shirts, three (3) pairs of pants, one (1) belt, one (1) pair of shoes, one (1) tie, one (1) sweater and one (1) set of rain gear (jacket, pants and rain boots).
215. Replacement of uniform for classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer will be on an as-needed basis as determined by the Appointing Officer or designee up to a maximum annual allocation as follows: four (4) replacement parts and one (1) pair of shoes. These parts shall include pants or shirts. In addition, jackets, windbreakers, sweaters, and raingear will be replaced only every two or three years as required and determined by the Appointing Officer or designee. The Department agrees to make every attempt to increase the replacement allocation, during each succeeding budgetary process.
216. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacements.

Uniforms for 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor

217. The department shall provide Transit Car Cleaners protective coveralls for classifications 9102 and 9104. Each worker shall be provided with seven (7) pairs of coveralls and three (3) coveralls per week shall be laundered by the department.

Protective Clothing

218. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge. Employees whose normal duties require them to work in the rain shall be provided with rain gear, including a coat, hat or hood, pants, and overshoes or rain boots.

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

219. The Department shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) pair of boots, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee.
220. The Department shall replace items according to each division's specifications and as authorized by the Appointing Officer or designee every twelve (12) months.
221. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.

Uniforms for 8201 Adult Crossing Guards

222. The Department shall provide safety vest, cap, gloves, safety sign and protective equipment as deemed appropriate by the Appointing Officer or designee. This equipment shall be replaced by the Department when it is damaged in the course of the employee's duties for the City. Upon request of the Union, the Department will meet to discuss the type and allowances of equipment to be issued.

**T. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES**

223. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by this Agreement, shall be paid an annual uniform allowance of two hundred fifty dollars (\$250), or, in the case of lab coats or smocks, two hundred dollars (\$200) no later than December 1 of each year. As-needed employees, if any, who have received a uniform allowance pursuant to the provisions of the prior MOU shall continue to receive a uniform allowance pursuant to this section for the term of this Agreement, if otherwise eligible.

Lab Coats

224. Classifications 2903 Eligibility Worker, 2905 Senior Eligibility Worker and 2908 Hospital Eligibility Worker who are required to have patient contact will be provided with five (5) lab coats. Each employee will be given a maintenance allowance of one hundred twenty-five dollars (\$125) per year.
225. Employees shall be furnished two (2) replacement lab coats in any twelve-month period. Lab Coats shall also be replaced by the department when a lab coat has been damaged in the course of the employee's duties for the City.

2530 Senior Medical Stewards, 2532 Paramedics and 2534 Paramedic Supervisors

226. Regularly scheduled employees in classes 2530, 2532 and 2534 shall be provided with a complete set of uniforms at the time of appointment. The Department shall arrange for laundry service per Cal

OSHA standards for blood borne pathogens for all uniform pants and shirts. Each such employee shall be issued eleven (11) pairs of pants and shirts. All other applicable uniform items, including safety boots, helmets, belts, jackets, etc. will be supplied by the Department on a repair or replace basis.

**U. COMFORT STANDARDS**

227. The City agrees to encourage departments and the Union to meet and confer on providing adequate lounge, locker and comfort facilities.
228. As part of any new funding proposals for new construction or renovations, City departments will include requests for funding designated non-work areas for the purpose of providing a location for employees to take their breaks.

**V. DEPARTMENT OF HUMAN SERVICES / DEPARTMENT OF AGING AND ADULT SERVICES CASELOADS**

229. The City and the Union agree that high workload can adversely impact worker's ability to perform quality work. The Department of Human Services and the Union and the Department of Aging and Adult Services and the Union agree that caseload size in excess of agreed upon caseload standards shall be considered a mitigating factor in performance appraisals and in performance-based disciplinary actions. In all cases, in the absence of agreed upon caseload standards, the California Department of Social Services recommended standards shall prevail.
230. Within sixty (60) days of execution of this Agreement, the Department of Aging and Adult Services and the Union will meet, pursuant to Article VIII.A. of this Agreement, for the purpose of reaching agreement on caseload standards for the Adult Protective Services Division.
231. Within sixty (60) days of execution of this Agreement, the Department of Human Services and the Union will meet and confer for the purpose of reaching agreement on caseload standards for the following programs in the order listed, in accordance with Article VIII.A. of this Agreement: Family and Children's Services Division, Food Stamps, Medi-Cal, CAAP, CalWorks, and IHSS. The Union and the Department agree that availability of funding shall be taken into consideration in establishing agreed upon standards.
232. When the Union or the Department believes that there is a substantial change in workload, either party may request to meet in accordance with Article VIII.A. of this Agreement, for the purpose of reaching agreement on acceptable means of resolving workload issues.
233. If any changes occur in State and/or Federal regulations during the term of this Agreement that impact program complexity and workload burden, the Department and the Union shall meet, in accordance with Article VIII.A. of this Agreement, to review the changes for the purpose of reaching agreement on acceptable means of resolving workload issues.
234. The Department agrees to distribute workload among workers in each program on as equitable a basis as possible, and agrees to provide the Union with quarterly statistical information developed by the Department for monitoring workload distribution. The Department agrees to meet, upon request by the Union, to discuss issues related to workload. The criteria for equitable distribution of cases

shall include, but not be limited to, such considerations as case complexity (including, but not limited to, unique client needs, acute crisis oriented nature of a case, multifaceted services), difficulty and issues related to bilingual caseloads.

**W. PUC HOUSING**

235. The parties agree, subject to the approval of the PUC to the following provisions:
236. Bargaining Unit members in classes 7470 and 7270 occupying PUC housing presently reserved for employees deemed essential by the PUC shall be subject to the following:
237.           a.       Rental rates at Hetch Hetchy shall remain at “\$50 per room” (i.e., \$50 per bedroom plus two rooms).
238.           b.       Effective July 1, 2000, Bay Area Housing rental rates shall be “\$100 per room.” Beginning on July 1, 2001, and annually for the duration of the contract, the rents shall be adjusted for changes to the cost of living as reflected in the S.F./Oakland CPI-U Annual Average.
239.           c.       For Hetch Hetchy housing, all utilities shall be billed at \$60 per month. For Bay Area housing, payment of all utilities shall be the responsibility of the employee. Provided however, that electricity shall only be billed where meters are in place. Employees will not be billed for heating costs in facilities that are not insulated. Water shall only be billed where meters are in place and water is potable.
240.           d.       Payment of all taxes associated with occupancy are the responsibility of the employee.
241.           e.       All bargaining unit members renting PUC housing shall be subject to signed leases, in the form presently utilized by the PUC. Such leases are not subject to the grievance procedure, but are subject to any applicable law.
242.           f.       No bargaining unit member currently residing in PUC housing shall be displaced during the life of this collective bargaining agreement while employed in the 7470 or 7270 classification at that location. Vacancies shall be offered on the basis of departmental seniority and the required special needs of each location. All things being equal, seniority shall be the determining factor.
243. A joint labor-management committee shall be established, with two (2) representatives from the Union and two (2) from the PUC. The purpose of the Committee shall be to discuss and make recommendations regarding assignments and maintenance of PUC housing. No recommendation will be considered or made by the Committee that conflicts with the paragraph above.

**X. DISASTER SERVICE WORKERS**

244. All City employees are designated Disaster Service Workers, in accordance with California Government Code 3100-3109. The City agrees to meet and confer on the impact of any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent

required by local, state and federal law, the City will make reasonable accommodation for employees with disabilities.

**Y. TEAM NURSING**

245. No later than September 1, 2010, the City agrees to meet with the Union to discuss the Team Nursing models at Laguna Honda Hospital and the Behavioral Health Center, including but not limited to the use of per diem Registered Nurses (P-103s) to do bargaining unit work.

**Z. REORGANIZATION**

246. The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.
247. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.
248. Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.
249. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

**AA. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

250. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 441 and 442, such work will be offered to holdovers in such represented classifications.
251. For the period July 1, 2010 through June 30, 2012 only, the City agrees that no "Prop F" (retired) employees will be utilized in any SEIU citywide classification in which there are holdovers.



**ARTICLE III – PAY, HOURS AND BENEFITS**

**A. WAGES**

252. Except as provided below, employees shall contribute the value of twelve (12) unpaid furlough days during each fiscal year of this Agreement. The City's current payroll system requires wages to be calculated and paid in increments of one-quarter percent (.25%). Implementation of the annual four and sixty-two one hundredths percent (4.62%) wage concession associated with the value of twelve furlough days through uniform smoothing of base wages.
253. However, in the event the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, employee contributions for fiscal year 2011-12 shall be reduced according to the following schedule:
254. (1) Deficit of \$150-\$261 million: employees shall contribute the value of five (5) unpaid furlough days.
255. (2) Deficit from \$100 up to \$150 million: employees shall contribute the value of three (3) unpaid furlough days.
256. (3) Deficit less than \$100 million: employees shall not contribute any unpaid furlough days.
257. All base wage calculations shall be rounded to the nearest salary schedule. The above concessions will expire close of business June 30, 2012
258. There will be an additional base wage reduction of 0.95% via smoothing through hourly wage reduction for the purpose of providing premiums for certain individuals affected by prior layoffs, as described in paragraphs 417 and 418.

EPMC "Swap" for Wages

259. Except as noted in paragraph 264, effective July 1, 2011, all SFERS members of the bargaining unit shall receive a base wage increase of six percent (6%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to seven and one half percent (7.5%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.
260. Except as noted in paragraph 264, effective July 1, 2011, all PERS members of the bargaining unit shall receive a base wage increase of seven and one quarter percent (7.25%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.
261. Due to backfill concerns, in lieu of the wage concessions *and* floating holidays set forth in paragraphs 252, 441 and 442, the parties agree as follows:
262. (1) The following classifications will continue to defer the 3.75% raise from April 2009 for the term of the Agreement and shall receive no additional floating holidays:

8213 Police Services Aide  
8217 Community PSA Supervisor  
8237 Public Safety Comm Tech  
8238 Public Safety Comm Dispatcher  
8239 Senior Police Comm Dispatcher  
9202 Airport Comm Dispatcher  
9203 Senior Comm Dispatcher (Airport)  
9204 Airport Communications Supervisor  
9209 Community Police Services Aide  
9212 Airport Safety Officer  
9220 Airport Ops Supervisor

263. (2) Effective July 1, 2010, employees in Classifications 8202 (Security Guard) employed by the San Francisco Police Department and assigned to the San Francisco International Airport will have their base wage revert to that in place on April 3, 2009 (i.e., immediately prior to the April 4, 2009 increase). The parties' intent is to essentially treat them the same as the classifications listed immediately above in paragraph 262. As in the case of classifications listed in paragraph 262, employees will not receive the additional floating holidays described in paragraphs 441 and 442.
264. (3) Employees in the following classifications will contribute savings to the City by paying 4.69% of the member contribution to pension effective July 1, 2010. Effective July 1, 2011, said employees will receive a 2.25% base wage increase and will pay the remaining 2.81% of their member retirement contribution, to bring the total to 7.50%; effective close of business on June 30, 2012, they will receive a 3.75% base wage increase.

Diagnostic Imaging Technicians – Classifications 2467, 2468, 2469, 2470, 2493, 2424  
Pharmacist – Classifications 2450, 2454  
Juvenile Probation Counselors – Classifications 8318, 8320, 8321 (amounts will be adjusted for 9% EPMC due to PERS retirement)

## **B. WORK SCHEDULES**

### Normal Work Schedules

#### *1. Normal Work Day*

265. A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
266. If an alternative work day of either ten (10) or twelve (12) hours is, or has been, established by mutual agreement, the shift shall be considered normal for the affected employees.

#### *2. Normal Work Week*

267. A normal work week is a tour of duty comprised of fixed consecutive scheduled days of work and fixed consecutive days off within a period of seven (7) days.

268. Alternative work weeks can be established by mutual agreement. Employees shall have two consecutive days off except by mutual agreement of the parties.

3. *Exceptions*

269. a. The 20-20 education programs

270. b. Specially funded training programs to be determined by the parties;

271. c. 6-Day work week for educational and training courses.  
Represented employees may, on a voluntary basis, with approval of the appointing officer, consistent with scheduling requirements, work a forty-hour week in six (6) days when required in the interest of furthering the education and training of the employee;

272. d. Inability to work due to inclement weather or unusual circumstances.  
Employees shall receive no compensation when properly notified (two (2) hour notice) that the work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours.

273. Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

274. e. City-Wide Voluntary Reduced Work Week  
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced (computed proportionately) in accordance with such reduced work week.

275. f. City-Wide Voluntary Time Off Program  
Employees in any classification, with the approval of the appointing officer, may voluntarily elect to work a reduced work week, or take unpaid hours of days off, for a specific period of time with no negative impact on other terms and conditions of employment.

276. Requests for voluntary time off may only be denied for operational reasons. When there are conflicting voluntary unpaid time off requests for the same day(s) or time period, and more than one employee cannot be granted time off due to operational needs, the request of the more senior employee shall prevail.

277. Employees who have requested time off and who have obtained approval of such requests shall not have their time off altered or eliminated without their consent.
278. Employees who voluntarily take unpaid time off shall continue to accrue vacation, retirement and sick leave credits at the same rate as if they were in a paid status for the period of their unpaid time off up to a maximum of twenty (20) days per year.
279. Seniority, holiday pay, retirement and other benefits of employment shall not be negatively impacted due to an employee's participation in the voluntary time off program.
280. Disputes over the application of this section regarding the approval for certain days or hours off shall be submitted to a standing panel of three (3) people (one appointed by the Union, one by the City, and one by mutual agreement) for resolution in a timely manner.
281. g. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented employees.
282. h. Alternatives to Normal Work Schedules or Flextime  
Upon request of the Union to any City department the department head shall meet and confer with the Union on proposals offered by the union or the department relating to alternative scheduling of working hours for all or part of a department.
283. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices.
284. i. Parking Control Officers Work Week  
The work schedules for employees in classes 8214 and 8216 Parking Control Officer and Senior Parking Control Officer shall be as set forth in Collective Bargaining Agreement between the Union representing said employees and the City. For employees in classes 8214 and 8216 Parking Control Officer and Senior Parking Control Officer, a normal work week may be five days within a seven day period. Employees in said class when designated to work a week that contains non-consecutive days off shall be compensated at time and one-half for the day worked after the first day off for said week. This rate shall only be paid if the employee works forty (40) hours on paid status in the "split days off" work week. 8216 Senior Parking Control Officers work schedule shall include a thirty (30) minute paid meal break when required to be on duty by the Appointing Officer or designee.

Part-time Work Schedules

285. A part-time work schedule is a tour of duty less than forty (40) hours per week.
286. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

Work Schedule Changes

287. The City can change work schedules with two (2) weeks advance notice unless operational exigencies require otherwise. However, a schedule of an individual employee shall not be temporarily changed to avoid paying an individual employee overtime.
288. It is agreed that pursuant to the exercise of management rights, normal work schedules may be changed without mutual agreement, subject to compliance with other provisions of this Agreement. However, it is agreed that the effects of consequences of such changes are subject to the meet and confer obligation to the extent required by state law.
289. The parties mutually reaffirm the language of this section that alternative work weeks beyond those described in this Agreement may be instituted only after mutual agreement of both of the parties.

Lunch and Break Periods

290. At the request of the Union, City departments will meet and confer regarding the scheduling of break and lunch periods for unit members. Existing departmental practices with respect to break and lunch periods shall continue unless modified after the conclusion of the meet and confer process.

Rotating Days Off

291. Upon request by the Union for rotating days off in a department, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within the department to determine the manner in which days off are to be scheduled (fixed or rotating).

Shift Bidding

292. Shift bidding for all represented classes shall continue by current practice. Upon the written request of the Union, a Department shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreement. All shift bid postings shall include the following information: the nature of the assignment, days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.
293. For classes 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor, the Department and the Union shall jointly establish a shift bid process at each work location. Such bids will be made in accordance with current seniority rules. The resulting shift assignments shall be for twelve (12) months duration and shall be re-bid annually thereafter. Implementation of this practice will take place within six (6) months of the effective date of the Collective Bargaining Agreement.

**C. REASSIGNMENT**

294. When a department seeks to fill a permanent vacancy or temporary vacancy lasting one (1) year or more, the department shall utilize the following procedure:
295. Such vacancies shall be posted. Posting of vacancies shall include shifts, hours, position, assignments, days off and work location and shall be posted for at least two weeks in the department's personnel office(s), on official bulletin boards and at other mutually agreed upon locations.
296. Reassignment: the department will reassign one of the three most senior qualified applicants from within the class and department who has applied within the two week posting period, taking into consideration applicable affirmative action and ADA requirements.
297. If no qualified employee expressed interest in the reassignment, the position shall be filled by either choosing the least senior qualified employee in the class and department or some other means authorized by CSC rules.
298. Disciplinary records and written performance evaluations shall not be used for the determination of a reassignment. The reassignment shall be based on objective criteria and shall not be arbitrary or capricious.
299. Selection criteria: in filling a vacancy, the department may consider the candidate's knowledge, skills and abilities when determining whether or not the candidate is acceptable for the position. If no candidate is accepted for the position, the department may use other means authorized by CSC rules to fill the position.
300. The name of the candidate selected shall be posted for a two week period.
301. Grievances arising from this section may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration.
302. Absent mutual agreement, an employee may not be voluntarily reassigned pursuant to this provision more than twice in a two (2) year period.

**D. ADDITIONAL COMPENSATION & PREMIUM PAY**

Night Duty

303. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 pm and 7:00 am if the employee works at least one (1) hour of his/her shift between 5:00 pm and 7:00 am, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 pm and 7:00 am.
304. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Shift Differential for Swing and Night Duty- Radiology, Pharmacy and Transit Car Cleaners

305. For classes:

- 2450 Pharmacist
- 2454 Clinical Pharmacist
- 2467 Diagnostic Imaging Technologist I
- 2468 Diagnostic Imaging Technologist II
- 2469 Diagnostic Imaging Technologist III
- 2470 Diagnostic Imaging Technologist IV
- 9102 Transit Car Cleaner
- 9104 Transit Car Cleaner Assistant Supervisor
- 9106 Transit Car Cleaner Supervisor I

306. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a swing shift and employees working on such shift shall be paid at ten percent (10%) above the regular day shift. A subsequent shift shall be known as a night shift and shall be paid at fifteen percent (15%) above the regular day rate (twenty percent (20%) for 2450 Pharmacist and 2454 Clinical Pharmacist).

Night Duty - Public Health

307. The following Classes with working shifts designated by the Department of Public Health to be evening and night shifts shall be paid eight percent (8%) above the regular day shift as set forth herein, excepting those employees participating in an authorized flextime program and who voluntarily work during hours otherwise designated as an evening or night shift:

- 1404 Clerk
- 1424 Clerk Typist
- 1426 Senior Clerk Typist
- 1428 Unit Clerk
- 1429 Nurses Staffing Assistant
- 1431 Senior Unit Clerk
- 2302 Nursing Assistant
- 2303 Mental Health Rehabilitation Worker
- 2304 Psychiatric Orderly
- 2305 Psychiatric Technician
- 2306 Senior Psychiatric Orderly
- 2310 Surgical Procedures Technician
- 2312 Licensed Vocational Nurse
- 2314 Public Health Team Leader
- 2390 Central Processing & Distribution Technician
- 2392 Senior Central Processing & Distribution Technician
- 2402 Laboratory Helper
- 2406 Pharmacy Helper
- 2408 Senior Pharmacy Helper
- 2409 Pharmacy Technician
- 2416 Bacteriological Laboratory Assistant
- 2420 Histology Technician

2424 X-Ray Laboratory Aide  
2430 Medical Evaluations Assistant  
2440 Veterinary Laboratory Technologist  
2514 Orthopedic Technician I  
2515 Orthopedic Technician II  
2520 Morgue Attendant  
2522 Senior Morgue Attendant  
2526 Ambulance Driver  
2530 Senior Medical Steward  
2532 Paramedic  
2534 Paramedic Supervisor  
2536 Respiratory Care Practitioner  
2537 Respiratory Care Practitioner II  
2574 Clinical Psychologist  
2583 Home Health Aide  
2585 Health Worker I  
2586 Health Worker II  
2587 Health Worker III  
2588 Health Worker IV  
2604 Food Service Worker  
2606 Senior Food Service Worker  
2618 Food Service Supervisor  
2619 Senior Food Service Supervisor  
2650 Assistant Cook  
2652 Baker  
2654 Cook  
2656 Chef  
2736 Porter  
2738 Porter Assistant Supervisor  
2740 Porter Supervisor I  
2760 Laundry Worker  
2770 Senior Laundry Worker  
2780 Laundry Worker Supervisor  
2903 Eligibility Worker  
2908 Hospital Eligibility Worker  
2909 Hospital Eligibility Worker Supervisor  
2912 Senior Social Worker  
2920 Medical Social Worker  
2930 Psych Social Worker  
2931 Marriage, Family & Child Counselor  
7303 Barber  
7324 Beautician

308. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.



309. Employee shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Charge Nurse Premium

310. 2312 LVNs and 2305 LPTs at both Laguna Honda Hospital and the Behavioral Health Center who are assigned in writing the duties of a charge nurse shall receive a five percent (5%) premium for that assigned shift.

Charge Pharmacist Premium

311. The parties agree to the establishment of a "Charge Pharmacist Premium" of Five Per Cent (5%) for Class 2450 Pharmacists assigned in writing to perform the duties of a Charge Pharmacist for an assigned shift. The parties agree to meet and discuss, prior to the implementation of this premium, the specific duties and responsibilities of this assignment.

Extended Tour of Duty

312. An extended tour of duty shall be a tour of duty of eight (8) hours' work completed within eleven (11) consecutive hours but extended over more than nine (9) hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid fifty (50) percent above their base rate after the ninth (9th) hour. These provisions shall not apply to executive, administrative or professional employees.

313. Exception - employees of Camp Mather who during the summer season work a tour of duty of eight (8) hours completed within thirteen (13) consecutive hours shall be paid five dollars (\$5.00) per day above the compensation to which they are otherwise entitled.

Bilingual Pay

314. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual."
315. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.
316. An employee who provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) per pay period.
317. An employee who routinely and consistently provides less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.

Supervisory Differential Adjustment

318. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:

319. 1. The supervisor, as part of the regular responsibilities of his/her class supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
320. 2. The supervisor/subordinate relationship is approved by the Appointing Officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
321. 3. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
322. 4. The compensation schedule of the supervisor is less than five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.
323. 5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar (\$1.00) biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
324. 6. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

325. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
326. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

DPH-SFGH Standby Pay, Trauma Response Members

327. Trauma Response Members (classes 2467, 2468, 2469 and 2310) who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate Trauma Service, shall be paid (50) percent of their regular straight time rate of pay for the period of such standby service, except on recognized holidays when they shall be paid seventy-five (75) percent of their regular straight time rate of pay.
328. When such employees are required to return to the worksite during the period of standby service, they shall be paid at the appropriate rate for hours worked.

Callback/Holdover Pay

1. Call-Back/Call-in/Holdover Provision

329. Employees called back or called in to their work locations, except those at remote locations where City-Supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.
330. Full-time employees who are held over to work after having worked their regularly scheduled shift shall be paid one and one-half (1-1/2) times their regular rate of pay for all time from the end of their regularly scheduled shift until they are relieved.

2. Rest Period (Callback and Holdover)

331. Every full-time employee required by the City to work overtime shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2) or in compensatory time at the rate of time and one-half (1-1/2).
332. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on callback or holdover resume their regular work schedule on the day after callback or holdover. If his/her regular schedule calls for him/her to come in within eight (8) hours after callback or holdover, the employee has the option to not work or work at time and one-half (1-1/2) until s/he has twelve (12) consecutive hours' rest time.
333. Employees mandatorily held over for an overtime assignment and employees called back shall be eligible for the rest period as provided above.

3. Rest Period for 9131 Station Agent, Municipal Railway

334. There shall be an eight (8) hour rest period between shifts for employees in the classification 9131 Station Agent, Municipal Railway.
335. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative.

Employees Covered by Former Word Processing Premium

336. Each employee who received the word processing premium in fiscal year 2005-2006 shall receive two lump sum payments, each of which are equivalent to the total word processing premium received by that employee in fiscal year 2005-2006. The first payment will be made no later than September 1, 2006 and the second payment will be made no later than September 1, 2007.

Referral Unit

337. Employees in general clerical and personnel clerical classes assigned to the Referral Unit of the Department of Human Resources (except the Unit Supervisor) shall receive fifty cents (\$.50) per hour in addition to the regularly established salary rates.

Public Safety Communications Premium

338. Employees in the classification 8238 Public Safety Communications Dispatcher and 8237 Public Safety Communications Technician, who are required to train and evaluate performance of probationary 8238 or 8237 employees on-the-job, shall be paid a premium of three dollars (\$3.00) per hour for those hours, or portions thereof, when such duties are assigned. Said training and evaluation shall be performed in accordance with the standards established by the San Francisco Emergency Communications Department. In the event that 8237 and 8238 employees meet and maintain the criteria for the Communications Training Officers (CTO's), established by the Emergency Communications Department (ECD), they shall be paid a premium of four dollars (\$4.00) per hour for those hours, or portions thereof, when such duties are assigned.

Lead Person Premium

339. Employees shall be entitled to a five dollar (\$5.00) per day premium when designated by their supervisor as authorized in writing by the Appointing Officer or designee as a lead person when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order materials or take the lead on any job when at least two employees are working together and one acts as the lead person.

Underwater Diving Pay

340. Employees shall be paid ten dollars (\$10.00) per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.

Security Guard

341. When a Security Guard (8202) is assigned to the museums and performs the duties of a Museum Guard (8226), said employee shall receive the rate of pay of a Museum Guard (at a comparable step) for the period of time so assigned and performing appropriate duties for an entire shift.

Parking Control Officer Training Premium

342. Employees in class 8214 Parking Control Officer who are assigned by the Appointing Officer or designee to train and evaluate the performance of employees in class 8214 shall receive a premium of three dollars (\$3.00) per hour payable in hourly increments for each hour when they are actually training and evaluating, indoors or outdoors, employees in class 8214.

343. The most senior employees shall be assigned to train and evaluate probationary employees on a voluntary basis.

Out Of Class Work

Acting Assignment Pay

344. An employee assigned in writing by the Department Head to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) work day (within a sixty (60) working-day period) of such an assignment, retroactive to the first (1st) day of the assignment.
345. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Department Head within forty-five (45) working days of such alleged assignment.
346. The Department Head or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reason for denials. Denials may be based on either of the following:
347.       1.       The Department Head disagrees that the assignment is out of class or;
348.       2.       The Department Head considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.
349. Denials based on (1) above are appealable through the grievance procedure of this Agreement.
350. Upon written approval by the Appointing Officer, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five (5) percent more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay.
351. Employees shall not normally be required to perform the duties of a higher classification.
352. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.
353. Requests for classification or reclassification review shall not be governed by this provision but shall be submitted to the Civil Service Commission whose determination is final and not subject to the grievance procedure.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

354. Employees who supervise or direct the work of volunteers, or CAL WORKS, CAAP Workfare, SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate. (See Article II. Contracting Out, paragraph numbers 131 to 132).

Medi-Cal Screen/Process Premium

355. Employees in class 2903 Eligibility Worker who are assigned to screen and process Medi-Cal applications at San Francisco General Hospital shall receive the rate of pay assigned to Class 2908 Hospital Eligibility Worker. Such assignment shall be certified by the appointing officer of the Department of Public Health and Administrator of San Francisco General Hospital.

Premium Pay for 8214/8216 Parking Control Officers

356. Employees in the Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer engaged in intersection and/or traffic control duty, shall be paid a five percent (5%) premium for the duration of such activity.

Premium Pay for 2940/2944 Court Liaisons

357. The 2940/2944 positions assigned to Court Liaisons Unit shall receive a premium of two and one half percent (2.5%) of their base salary.

Premium Pay for Emergency Response Protective Service Workers

358. The City agrees that because of the complexity of emergency response assignments in the Family & Children's Services Division of the Department of Human Services, Class 2940 Protective Services Workers and Class 2944 Protective Services Worker Supervisors assigned to emergency response positions shall be paid a premium of 5% above their base pay.

Adult Protective Service Unit Premium

359. Adult Protective Service unit employees occupying 2910 Social Worker, 2912 Senior Social Worker, 2914 Social Worker Supervisor positions shall receive a ten percent (10%) premium above their base salary.

Airport Field Officer Training Premium

360. Airport employee(s) in the 9209 Community Police Service Aide, 9212 Airport Safety Officer, 9202 Airport Communications Dispatcher and 1706 Telephone Operator classifications who are assigned by the Appointing Officer or designee to train employees in their respective classifications shall receive a premium of two (\$2.00) dollars per hour above their base wage, for each hour they are assigned as a Field Training Officer.
361. Assignment shall be by seniority among qualified employees. The department shall determine the qualifications of the assignment. The determination of qualifications shall not be arbitrary. The assigned training and evaluations shall be performed in accordance with the standards established by the department.
362. Employees in the 9212 Airport Safety Officer classification holding a position in the training section pursuant to the current practice of the department shall also receive this premium for each hour they are designing and developing training materials and training employees in the Airfield Safety series of classes, which shall include interns and trainees, and other City employees.

Airport Traffic Division Premium

363. Effective September 1, 2006, employees in classification 9209 (Community Police Services Aide) who are assigned to the Airport Traffic Division and who have completed required training will

receive a two percent (2%) premium above their base hourly wage for such duty. Required training is provided by the Airport and includes First Aid, CPR, AED, Anti-Terrorism Training, and other training reasonably related to the employee's job duties.

District Station Premium

364. Effective October 1, 2006, employees in classification 9209 (Community Police Services Aide) who are assigned to a district station will receive a five percent (5%) premium for the duration of the employee's assignment to a district station.

2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist Series)

365. Market Adjustments. In recognition of severe market inequities and recruitment and retention problems, the schedules of compensation for employees assigned to the following classes 2467 Diagnostic Imaging Technologist I, 2468 Diagnostic Imaging Technologist II, 2469 Diagnostic Imaging Technologist III, and 2470 Diagnostic Imaging Technologist IV shall be increased as follows:
366. a. July 1, 2004 10%
367. b. Effective the pay period closest to January 1, 2005 a new step 6 shall be added to the compensation schedule which shall be 5% above Step 5. All employees covered under this section who have currently served at Step 5 for longer than 12 months shall immediately move to Step 6. All other employees shall advance to Step 6 upon completion of twelve months of service at Step 5.
368. c. Employees hired on or after July 1, 2004 shall receive a \$2000 recruitment bonus upon their scheduled start date. Such employees shall receive an additional \$2000 recruitment bonus upon completion of six months service.
369. d. Effective July 1, 2006, base wages for classifications 2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist series) shall be increased by seven and a half percent (7.5%); and effective July 1, 2007, base wages for classifications 2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist series) shall be increased by an additional two and a half percent (2.5%).
370. e. Effective July 1, 2007, a new step 7 shall be added to the compensation schedule at 5% above Step 6. All employees covered under this section who have currently served at Step 6 for longer than thirty-six (36) months shall immediately move to Step 7. All other employees shall advance to Step 7 upon completion of thirty-six (36) months of service at Step 6.
371. The parties shall establish a labor-management committee to address weekend shifts. Each side may appoint no more than two representatives to this committee.
372. Local 790 shall appoint two representatives to participate in an existing DPH management committee which shall address health and safety and equipment issues related to radiologic technologists. The Committee shall meet not less than monthly and report directly to the Director of the Department of Public Health.

Skilled Nursing Facility “Pass Through”

373. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide “pass through” compensation for health care employees who are assigned to skilled nursing facilities for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an “August 1 to July 31” window period for determining compliance with the “pass through;” and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:
374. Either party may request to re-open these provisions consistent with the Welfare and Institutions Code Section 14110.6 solely for consideration of qualifying for “pass through” funds, if available, for fiscal years 2000-2001, 2001-2002 and 2002-2003.
375. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. The amount is to be determined by the parties and approved by the Board of Supervisors. The parties shall determine the exact amount of the premium and what services qualify for the premium.
376. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.

Longevity Premium

377. Effective July 1, 1995- Notwithstanding the provisions of sub-sections (1), (2) or (3) of Article III.H. SALARY STEP PLAN, after completion of ten (10) years of service for the City and thereafter in any classification an employee shall be granted an additional thirty cent (\$.30) per hour longevity increment.
378. Effective July 1, 1997: An employee who voluntarily moves to another classification shall not be eligible for longevity pay until he/she has served ten (10) continuous years in the classification. Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue to receive longevity pay, unless he/she voluntarily moves to another classification.

POST and/or Educational Premium Pay (2580 Medical Examiner Investigator)

379. Employees in classification 2580 Medical Examiner Investigator who possess and maintain a valid Intermediate POST Certificate shall receive a premium equal to four percent (4%) of their base rate of pay.
380. Employees in classification 2580 Medical Examiner Investigator who possess and maintain a valid Advanced POST Certificate shall receive a premium equal to six percent (6%) of their base rate of pay. Any employee who receives the 6% premium shall not receive the 4% premium described in paragraph 379.
381. Recruitment and Retention. Upon request of the Union or the City, the City and the union shall meet and confer regarding a demonstrated recruiting and retention problem in a classification. For Fiscal



Years 2006-2007 and 2007-2008, the Union and the City shall meet no later than January 1 of each year, and any agreed-upon wage adjustments resulting from this process will be effective the following July 1. The criteria for such wage adjustments shall include:

- 382. a. The base wage for the classification is below that of employees performing the same or similar work in the relevant labor market (including both public and private, and other City and County of San Francisco job classifications) as demonstrated by verifiable salary surveys; and/or
- 383. b. There is an ongoing and demonstrable recruitment and/or retention problem.
- 384. The impasse procedure of Charter section A8.409 is not applicable to this paragraph.

8238 Public Safety Communications Dispatcher and 8239 Senior Police Communications Dispatcher

- 385. Law Enforcement, Fire, and Medical Call Taking and Radio Dispatch Premium: Said Employees, upon sign-off verification by the appointing officer of successful completion of the law enforcement, fire, and medical call taking and radio dispatch classroom and on-the-job training programs, shall receive a premium equal to four percent (4%) of base pay.

2450 Pharmacist and 2454 Clinical Pharmacist

- 386. Effective July 1, 2006, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by seven and a half percent (7.5%); on April 5, 2008, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by two percent (2%); and on April 4, 2009, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by one-quarter percent (0.25%).
- 387. Effective July 1, 2007, a new step 6 shall be added to the compensation schedule at 5% above Step 5. All employees covered under this section who have currently served at Step 5 for longer than twenty-four (24) months shall immediately move to Step 6. All other employees shall advance to Step 6 upon completion of twenty-four (24) months of service at Step 5.
- 388. New Hire Bonus: Full-time non-exempt employees hired on or after July 1, 2006 shall receive a \$5,000 new hire bonus on the payday closest to ninety (90) days after their actual start date. Such employees shall receive an additional \$5,000 new hire bonus upon completion of eighteen (18) months service. Part-time employees shall be entitled to the new hire bonus on a pro-rata basis.
- 389. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.

8237, 8238 and 8239 (Public Safety Communications Series)

- 390. Effective July 1, 2006, base wages for classifications 8237, 8238 and 8239 (Public Safety Communications series) shall be increased by seven percent (7%).
- 391. Effective July 1, 2007, steps 1 and 2 for classification 8238 shall be increased by approximately 5%, so as to place the compensation pay range on a standard salary grade (i.e., on-matrix).

392. A. New Hire Bonus: Full-time, non-exempt employees hired on or after July 1, 2007 in classifications 8237 or 8238 shall be eligible to receive a one-time \$1,000 new hire bonus to be paid upon completion of training. No individual employee may receive more than one such payment.
393. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.
394. B. Referral Bonus: Effective July 1, 2007, employees in class 8237, 8238 and 8239 who refer a new applicant to the department in classification 8237 or, 8238 shall be eligible to receive a referral bonus of \$1,000 upon that candidate's successful completion of training. To qualify, the referring employee must verify that he/she has made at least three contacts with the applicant prior to the start date of the training. For purposes of this provision, a "new applicant" is an individual who has not previously applied for a position in any of the following classifications: 8237, 8238, or 8239.
395. The Referral Bonus shall not be considered compensation for the purpose of computing retirement benefits.
396. C. Alternative Work Schedule Bonus: If the parties agree to a 4-11 alternative work schedule to be implemented on or before February 1, 2008, each non-probationary, active employee in these classifications at the time of implementation will be paid a one-time, lump sum bonus of \$2,000 in the first full pay period after such implementation. In such event, the current 4% dispatch premium will be rolled into base pay upon the new work schedule's implementation.
397. The Alternative Work Schedule Bonus shall not be considered compensation for the purpose of computing retirement benefits.

9202, 9203 and 9204 (Airport Communications Series)

398. Effective July 1, 2006, base wages for classifications 9202, 9203 and 9204 (Airport Communications series) shall be increased by eleven percent (11%).
399. A. New Hire Bonus: Full-time, non-exempt employees hired on or after July 1, 2007 shall be eligible to receive a \$1,000 new hire bonus upon completion of training. No individual employee may receive more than one such payment.
400. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.
401. B. Referral Bonus: Effective July 1, 2007, employees in class 9202, 9203 and 9204 who refer a new applicant to the department in classification 9202 or 9203 shall be eligible to receive a referral bonus of \$1,000 upon that candidate's successful completion of training. To qualify, the referring employee must verify that he/she has made at least three contacts with the applicant prior to the start date of the training. For purposes of this provision, a "new applicant" is an individual who has not previously applied for a position in any of the following classifications: 9202, 9203 and 9204.

402. The Referral Bonus shall not be considered compensation for the purpose of computing retirement benefits.

2580 Medical Examiner Investigator

403. Effective July 1, 2007, the base wage for classification 2580 Medical Examiner Investigator shall be increased by five percent (5%).

9212 and 9220 (Airport Safety Officer Series)

404. Effective July 1, 2006, base wages for classifications 9212 (Airport Safety Officer) and 9220 (Airport Operations Supervisor) shall be increased by two percent (2%).

2940 and 2944 (Protective Service Workers)

405. In addition to the current Salary Step Plan, all employees in class 2940 Protective Service Worker and 2944 Protective Service Supervisor shall receive a sixth (6<sup>th</sup>) step increase of five percent (5%) one year after receiving the Step Five increase.

8300 Sheriff's Cadet

406. 8300 Sheriff's Cadets shall be paid at a flat rate equivalent to the rate of pay for the top step of classification 8300 as of the execution of this Agreement.

8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I

407. Effective July 1, 2006, base wages for classifications 8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I shall be increased by two and a half percent (2.5%); and effective June 30, 2007, base wages for classifications 8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I shall be increased by two and a half percent (2.5%).

Parking Control Officer Series

408. A. Subject to the approval of the Board of the Municipal Transportation Agency, not later than December 30, 2006, all employees in classifications 8214 (Parking Control Officer) and 8216 (Senior Parking Control Officer) shall be designated as "service critical" within the meaning of San Francisco Charter Section 8A.104(e).
409. B. In addition to the general wage increase provided elsewhere in this Agreement, employees in classifications 8214 (Parking Control Officer) and classification 8216 (Senior Parking Control Officer) shall receive the following additional increases on the dates indicated:
410. 1. Effective December 30, 2006, base wages for these classifications shall be increased by two and one-half percent (2.5%).
411. 2. Effective April 5, 2008, base wages for these classifications shall be increased by one and one-half percent (1.5%).
412. C. Effective the close of business June 30, 2009, these classes shall be transferred to the MTA/SEIU bargaining unit, shall be covered by the MTA/SEIU contract, and shall be subject to successor bargaining between the MTA and SEIU for the "service critical" unit.

413. D. Beginning January 2007 and every other year thereafter, the City shall conduct a national salary survey of comparable jurisdictions which employ persons performing reasonably comparable duties to those duties performed by Parking Control Officers and Senior Parking Control Officers in the employ of the MTA. The information gathered by this bi-annual survey shall be made available by the City to the MTA and the Union not later than April 1 of each survey year. The parties agree that upon the completion of each survey, they shall utilize the results to review existing wages and benefits for these classifications, and to evaluate wage and benefit issues.

Retirement Restoration Payment

414. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid legal holidays or a wage adjustment in lieu of unpaid legal holidays described in Article III.G., the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays or wage adjustment described in Article III.G., for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

Phlebotomy Premium

415. Effective June 30, 2009, employees in class 2303 Patient Care Assistant at San Francisco General Hospital, who are in Temporary Civil Service (“TCS”) appointments as of May 23, 2009, shall receive a one-time \$600 bonus. Employees may elect to receive either the \$600 bonus or Department of Public Health-provided training toward obtaining the Certified Phlebotomy Technician 1 (CPT-1) certificate. Employees must make their election no later than July 31, 2009. In the absence of a timely election, the employees will be deemed to have elected the \$600 bonus.
416. Effective June 30, 2009, employees in class 2303 Patient Care Assistant at San Francisco General Hospital, who are in Temporary Civil Service (“TCS”) appointments as of May 23, 2009, shall be eligible to receive a 5% phlebotomy premium on all hours worked if they (a) obtain and possess a current Certified Phlebotomy Technician 1 (CPT-1) Certificate issued by the State of California, Department of Health Services no later than September 22, 2009; and (b) are in positions designated and required by the Department of Public Health to perform phlebotomy.

Relief for Individual Employees

417. The 0.95% base salary reduction described above in paragraph 258 will fund “Layoff Impact Premiums” for certain employees in the following classes who were impacted by layoffs or reductions in hours during FY 2008-2009 and FY 2009-2010:

1424 Clerk Typists  
1428 Unit Clerks  
2302 Nursing Assistants (May and November 2009 layoffs)  
1444 Secretary I  
1446 Secretary II  
1426 Senior Clerk Typists  
8202 Security Guard  
8226 Museum Guard

418. For classifications other than Museum Guards and Security Guards, the intent of these premiums is to provide premium pay equivalent to the difference between an eligible employee's pre-layoff base salary and post-layoff base salary for the term of this agreement. For Museum Guards (Class 8226) and Security Guards (Class 8202), the intent is to provide premium pay equivalent to five (5) hours base pay per week. The parties will meet to confirm the premium amounts and employees who will receive the premiums. The City's obligation to provide these premiums is limited to the amount of funds provided by this mechanism. Said premiums will expire at close of business on June 30, 2012.

**E. PARAMEDIC BENEFITS**

419. The City agrees to maintain the provisions of Section 16.171 of the San Francisco Administrative Code relating to disability benefits for 2526 Ambulance Driver, 2530 Senior Medical Steward, 2532 Paramedic and 2534 Paramedic Supervisor, except that eligibility of disability benefits shall begin with the first day of injury.
420. The City shall pay both the local and state EMS recertification fees for all EMT-Paramedics (permanent and temporary) who have worked a minimum of 1,000 hours in the previous twelve (12) months prior to recertification. The fees shall be paid by the City at least forty-five (45) days in advance of the due date imposed by state and local agencies.

**F. OVERTIME COMPENSATION**

421. Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, he/she shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

Assignment of Overtime

422. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.
423. Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.
424. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
425. Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.

426. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority.
427. All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.
428. For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

Overtime for Non-"Z" Employees

*1. Overtime Pay or Compensatory Time*

429. Non "Z" designated employees and employees in Class 2450 Pharmacist who work or, who are suffered to work overtime shall be paid in salary unless the individual employee requests in writing compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

*2. Maximum Accrual of Compensatory Time*

430. Employees occupying non "Z" designated positions and designated "L" positions may accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2). Those employees occupying positions designated as "L" shall not accumulate in excess of four hundred eighty (480) hours calculated at time and one-half.

*3. Use of Compensatory Time*

431. Non-"Z" and "L" designated employees shall be allowed to take any accrued compensatory time upon request to his/her supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied. At the employee's option, any accrued compensatory time off shall be paid at the end of the fiscal year. If the employee does not exercise such option, accrued compensatory time will be carried over to the next fiscal year.

*4. Pay out of compensatory time for non-"Z" and "L" class employees at termination of employment*

432. Any compensatory time earned but not used at the time of an employee's termination of employment shall be paid in cash.

Overtime for "Z" Employees

433. Employees occupying positions determined to be exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Unused accrued compensatory time will be carried over to the next fiscal year.

434. For employees occupying positions in 2940 Protective Service Workers and 2944 Protective Services Supervisors who have accrued one hundred fifty (150) hours or more of CTO, the department can mandate that the CTO time be scheduled and taken within the next six (6) months. Scheduling shall be by mutual agreement. Upon receipt of such notice of accrual of one hundred fifty (150) or more hours of CTO, the employee shall request days to take off as CTO within the next six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full work-day blocks unless an alternative is mutually agreed upon.
435. Any employee covered by this Section who accrues more than two hundred forty (240) hours of compensatory time shall be paid for all hours over two hundred and forty on a quarterly basis.
436. Other classifications subject to this Agreement shall be added to this listing, and shall be entitled to the benefits of this provision if the Union can show that such classes are also subject to excessive accrual or problems utilizing compensatory time off. The City shall review all Z-symbol classifications periodically for conformity with FLSA.
437. If employees subject to the provisions of paragraphs 434 through 436 at the time of separation from employment have accrued compensatory time off they shall be entitled to cash out up to eighty (80) hours of said CTO time upon their separation. A written notice of separation from employment is given by the employee to his/her supervisor not less than three (3) months prior to the date of separation, unless the employee and the supervisor mutually agree otherwise. If employees are denied a reasonable opportunity to use their comp time prior to their separation, and they have submitted a notice of separation as aforesaid, then the employee shall be entitled to the full cash-out of all accrued compensatory time off up to a maximum of two hundred and forty (240) hours.

## **G. HOLIDAYS**

### Designation of Holidays

438. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
439. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; July 4; first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

### Floating Holidays

440. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays received in one fiscal year but not used may be carried forward to the next

succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

441. Effective July 1, 2010 for Fiscal Year 2010-11, in recognition of the value of wage concessions during the year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 440 above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 2nd, January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving 2010, when the City has implemented Minimum Staffing Days.
442. Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 440 above. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 7th, and April 14th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of paragraph 252 above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving 2011, when the City has implemented Minimum Staffing Days.
443. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
444. During Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Except for days taken during Minimum Staffing Days, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
445. The City will evaluate City departments or divisions for which Minimum Staffing Days are appropriate. Minimum Staffing Days may take the form of complete closures or minimum staffing. On or before August 1, 2010, the City will notify the PEC which departments/divisions have been slated for Minimum Staffing Days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by the PEC via this process. If the PEC finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by the City and the PEC are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.



Saturday Holidays

446. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within one (1) calendar year of the date of the holiday.

Holidays for the School & College Districts

447. The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

Holiday Compensation for Time Worked

448. Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation at the rate of time and one-half (1-1/2) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1 1/2).
449. From June 30, 2009 through September 6, 2010, non-“Z” employees will continue to be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.
450. Ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
451. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued. Provided however that “Z” employees may, at the end of each fiscal year, choose to receive a cash payment in lieu of accrued compensatory time for each holiday worked during the fiscal year.
452. From June 30, 2009 through September 6, 2010, “Z”-designated employees will continue to be eligible to earn compensatory time off (CTO) if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

453. Employees assigned to seven (7) day-operation departments or employees working a five (5) day workweek other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

454. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
455. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.
456. Such days off must be used in the current or next fiscal year after the day off has been earned.

Holiday Pay for Employees Laid Off

457. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

Employees Not Eligible for Holiday Compensation

458. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or, except as provided in paragraph 502 (Benefits for Non-Permanent employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

459. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.
460. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
461. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

Time Off for Voting

462. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

## **H. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

### Salary Step Plan

463. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

#### 1. Promotive Appointment in a Higher Class

464. An employee who is a permanent appointee following completion of the probationary period or an employee who has served six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to a step in the promotive class as follows:

465. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two (2) steps to the closest step representing a 10% increase in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.

466. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the biweekly salary grade and shall not be above the maximum of the salary range of the promotive class.

#### 2. Provisional to Promotive

467. Consistent with the Temporary Employees' Agreement attached hereto, a provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lowest rank position from which s/he gained promotive eligibility, except as herein provided.

468. If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under provisional appointment:

469. a. That the employee was serving under permanent provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.

470. b. That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.

471. c. That if the salary steps in the provisional class and the regular promotional class do not match, the employee shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.

472. d. Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

3. Nonpromotive Appointment

473. When an employee accepts an appointment in a class having the same or lower salary grade, the employee shall be placed at the step nearest to, but not less than their current salary, not to exceed the maximum of the salary grade.

4. Appointment Above Entrance Rate

474. Appointments may be made at any step in the salary grade upon mutual agreement with the Union under any one of the following conditions::
475. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
476. b. Loss of compensation would result if appointee accepts position at the normal step.
477. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step.
478. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
479. e. If a new employee is hired above Step 1 under section (4)(c) above, all incumbents in the same classification shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall maintain their original anniversary date in the class for future step increases.

5. Appointive Position

480. An employee whose position is affected by the provisions of II.D. Layoff of this Agreement and is thereupon appointed to another appointive position shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service.

6. Reappointment Within Six Months

481. An employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

Compensation Adjustments

*1. Prior Fiscal Year Promotion*

482. When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, his/her salary shall be adjusted on July 1 to the rate s/he would have received had s/he been promoted in the current fiscal year.
483. The salary and anniversary increment date shall be adjusted for any employee promoted from one class to a higher classification who would receive a lesser salary than an employee

promoted at a later date to the same classification from the same salary step in the same base class from the promotional examination was held.

2. *Salary Increase in Next Lower Rank Classification*

484. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the rate of pay to an employee who was promoted from such lower class shall be equivalent to the salary s/he would have received had s/he remained in such lower class.

3. *Flat Rate Converted to Salary Range*

485. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

4. *Continuation of Salary Step Earned Under Temporary Appointment*

486. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this Agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

5. *Credit for Non Permanent Service*

487. A non permanent employee who has completed six (6) months or more of non permanent employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the one (1) year required service from the date of permanent appointment. These provisions shall not apply to non permanent employees who are terminated for unsatisfactory services or resign their non permanent position.

6. *Salary Anniversary Date Adjustment.*

488. Permanent employees working under provisional appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the provisional or temporary class when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

1. *Transfer*

489. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

2. *Reemployment In an Intermediate Classification*

490. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

3. *Reemployment In a Formerly Held Classification*

491. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary based upon actual permanent service in the classification from which laid off.

Salary Step Placement Resulting from Status Grant

492. Employees who are granted status in another class where the salary grade is higher than the current class shall be placed at the same salary step in the new class as the employee was at in the former class and maintain his/her anniversary date.

**I. NON-PERMANENT EMPLOYEES**

Testing of Non-Permanent Employees

493. The Union and the City shall meet upon the request of either party regarding classifications that have excessive numbers of non-permanent employees. If deemed by the parties to be useful, they may establish a joint committee for the purpose of reaching an agreement which shall be submitted to the Civil Service Commission for approval, if required by Charter. Nothing herein shall be construed, however, as the Union's agreement to proceed with rule of the list appointments in a manner other than the process previously established between the Union and the Civil Service Commission under Rule 113.
494. Non-permanent employees with two years or more of continuous service in class and who: (a) are available for appointment from an eligible list, and (b) are displaced because of the appointment of another eligible, and (c) are not offered employment in a comparable position, shall receive severance pay as follows:

|  |  |
|--|--|
| two to three years of service in class | one weeks of pay per year of service   |
| four to nine years of service in class | two weeks of pay per year of service   |
| ten or more years of service in class  | three weeks of pay per year of service |

Save-Our-Services Labor/Management Committee

495. Both the City and the Union recognize the need to:
- review the use of public/private partnerships;
  - review the use of personal services contracts; and

- use “as-needed” and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.

496. In pursuit of this goal, the parties agree to the creation of an SOS Labor/Management Committee consisting of four (4) City representatives and four (4) representatives from SEIU, whose members shall be granted release time to take part in meetings of the Committee.
497. The Committee shall initially convene no later than July 1, 2010, shall meet at least monthly, and shall work cooperatively to:
- a. identify and recommend processes for ending long-term provisional and as-needed employment;
  - b. review utilization patterns within departments;
  - c. identify departments that may be better staffed with a higher percentage of permanent positions;
  - d. review and make recommendations on the use of public/private partnerships; and
  - e. review and make recommendations on the use of personal services contracts with the goal to reduce personal service contracts.
  - f. Identify and address those departments whose use of Prop F and As-Needed employees may be inconsistent with Civil Service Rules.
498. The Committee shall complete its work no later than June 30, 2011, unless the parties mutually agree to a later date. The Committee shall submit quarterly reports to the Human Resources Director and the Union.

#### Flat Step Classifications

499. Effective July 1, 1996, represented classes which are currently at a flat biweekly rate shall be converted to the corresponding salary schedule for which the third step is closest to the current flat rate. Employees in prior flat rate represented classes shall be appointed to the step which recognizes the length of service in the classification. Employees with less than six months continuous service shall be appointed to step three. Employees with more than six months, but less than eighteen months continuous service shall be appointed to step four. Employees with more than eighteen months continuous service in the same class shall be appointed to step five.

#### Part-Time Employees

500. A represented employee working less than full-time, who would not receive a salary increment adjustment otherwise, shall be granted a one-time step increase, not to exceed top step of class, when he or she completes 1040 hours of service in his or her classification.

#### Seniority

501. The first date of hire in a classification shall be used to break seniority ties of permanent employees in the same classification who have gained or shall have gained permanent status under ATP.

Benefits

502. Employees who have worked 1040 hours in any consecutive twelve (12) month period shall receive all benefits which are provided to permanent employees, including but not limited to retirement, premiums, vacation pay, sick pay, holiday pay and jury duty pay.

Health Benefits for As-Needed Employees

503. The City and the Union agree to develop and implement a program to provide health benefits for SEIU-represented “As-Needed” employees. The City commits five hundred thousand dollars (\$500,000) in the first year of this Agreement and two million dollars (\$2,000,000) in each of the second, third and fourth years of this Agreement to develop the program and fund such benefits. Funds not spent in any year will carry over into the next fiscal year. The parties shall exercise all reasonable efforts to begin providing benefits to eligible employees by April 1, 2007.
504. The parties will establish the As-Needed Health Benefits Committee to design and implement this program. The Committee will be made up of six (6) City and six (6) SEIU representatives, who will be granted release time in order to participate in Committee meetings. Individuals with expertise in this area may attend Committee meetings as appropriate. The Committee will meet at least twice monthly beginning no later than August 1, 2006, and more frequently as may be mutually agreed.
505. In the event the Committee is unable to reach consensus on any element of this program by February 15, 2007, the parties agree to refer the dispute to Mr. Barry Winograd for recommended resolution.

Data

506. It is the intent of the parties to curtail and limit the use of long-term provisional employment. Accordingly, the parties will continue to make efforts to install and support procedures and policies designed to achieve that objective. Access to relevant data is essential to the Unions' involvement in this process. It is agreed, therefore, that the Department of Human Resources shall provide to the Union a monthly report on computer diskette. Two data sets shall be included on the diskette. The first will include employee name, class name and number and employment status, time in position, and total number of employees represented by the Union by department and classification. The second will list all represented classes containing any provisional employees. It will indicate the list adoption date if a list exists and one or two additional dates related to the list adoption process. The parties may mutually agree to add data fields that may be requested by the Unions that do not infringe upon privacy or violate law.

**J. SENIORITY INCREMENTS**

Entry at the First Step

*1. Advancement Through Salary Steps*

507. Except as otherwise provided herein, employees shall advance to the second step upon completion of one thousand forty (1,040) hours worked and to each successive step upon completion of the one (1) year required service.
508. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification, except where such employee is in a class for which there is a single rate of pay. If an employee's service is not



deemed satisfactory, based on a written performance appraisal, the employee may not be eligible for consideration for salary advancement.

509. If an employee does not receive a performance appraisal within forty-five (45) days of his/her performance appraisal due date, and a written notice of intent to withhold the increase no later than fifteen (15) days before the step increase due date, and the employee is scheduled for a step increase, the appraisal for said year shall be considered satisfactory and any step increase due will be provided to the employee retroactively to his/her anniversary date. Denial of a step increase is subject to appeal through the expedited arbitration procedure of this Agreement.

2. *School District & Community College Employees*

510. Employees of the San Francisco Unified School District and Community College District appointed to school year only permanent positions and whose employment is subject to interruption because of school vacation shall be considered to have completed the first six (6) months of service for increment purposes when the aggregate working time from the date of appointment totals six (6) months. To qualify for this increment, these employees may not be absent on leave without pay during this period for more than one (1) month of the aggregate working time except as provided in paragraph I. They shall advance to the third step on the next day following the completion of one (1) additional year of service and to each successive step upon completion of required service.

Entry at Other Than the First Step

511. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step. School term only employees of the San Francisco Unified School District or Community College District appointed at a rate of pay in excess of the first step shall advance to the next step in accordance with the provisions of paragraph 467 of this section.

Conversion from Salary Set by Charter Section 8.400

512. Employees with at least six months continuous service in their current classification, shall be eligible to receive annual salary step increments based on their length of service in their current classification. After six months of continuous service, employees at step one shall be eligible to advance to the second step in the salary grade. Thereafter, they shall receive subsequent salary increments on the anniversary dates of the first increment until they reach the fifth step. Non-permanent employees who receive a salary step increment and thereafter become permanent, shall receive subsequent salary increments on the anniversary date of the first increment until they reach the fifth step.

Date Increment Due

513. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class.

Lay-Off

514. An employee who (1) is "laid off" from a permanent appointment, (2) is immediately and continuously employed in another classification with the City, either permanent or temporary, and (3) is thereafter re-employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her permanent appointment.

**K. HEALTH PLAN**

Health and Dental Benefits

515. Maintenance of Benefits: The current benefits level shall be maintained for the duration of this agreement.

516. City Contribution: The City shall contribute and continue to contribute a monthly amount towards employee health benefits for each represented employee as determined by Charter Section 8.423, which provides for an annual benefits survey of the ten most populous counties.

517. Dependent Care Health Benefits

Amount of Employee Contribution to be Paid by the City

The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.

Medically Single Employees

518. Fiscal Year 2010-2011

For "medically single"/Employee Only employees (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits), during Fiscal Year 2010-2011 only, the City shall contribute all of the premium for the employees' own health care benefit coverage.

Fiscal Year 2011-2012 and Thereafter

519. The City and the PEC will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

520. Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically-single/Employee-Only category.

521. If no mutual agreement on another option is reached as described in paragraph 519, and if an employee's work location reasonably requires him or her to reside in a county in which there is no

City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

522. Consistent with the terms of ordinances which are adopted by the Board of Supervisors and pursuant to Charter Section 12.202, the City shall propose changes to the Health Services eligibility criteria to provide for the enrollment of provisional, regularly scheduled employees upon appointment.
523. Subject to Charter requirements and in accordance with its meet and confer obligations under the Meyers Milius Brown Act, the City agrees to meet with SEIU and other affected unions in the event a Charter amendment is proposed which would require or permit the City to provide employees with health insurance coverage through CalPERS.
524. Dental: The City shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage specified in the Memorandum of Agreement signed and dated March 31, 1992.

Citywide Retiree Health Benefits Committee

525. The City and the Union agree that it is in the interests of the public and all City employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, the Union and City agree to participate in a City-wide Retiree Health Benefits Committee to study and make recommendations regarding funding of retiree health benefits.
526. The City and the Union agree to meet and confer on any recommendations of the Committee that have an impact on active employees. Release time shall be provided to SEIU members to participate in the Committee as follows: each SEIU local will receive release time for one representative to attend Committee meetings and complete the work of the Committee. For SEIU locals with represented employees in excess of 5,000 employees, an additional representative will be granted release time for each 5,000, or fraction thereof, over the initial 5,000 represented employees.

**L. LONG TERM DISABILITY INSURANCE**

527. The City shall provide to employees with six months continuous service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

**M. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE**

528. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the City will continue payment of all regular contributions for employee health and dental benefits for an

employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

529. It is not the intent of the City to schedule any employee less than twenty (20) hours per week for the purpose of avoiding the payment of benefits.

**N. RETIREMENT**

Pickup & Savings

City Pickup of Member Contributions

530. For FY 2010-11 (July 1, 2010 to June 30, 2011) only, the City will contribute to the appropriate pension plan:

531. (1) full rate on pension covered gross salary for all SFERS members; and

532. (2) full rate on pension covered gross salary for all PERS members.

533. The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

534. The City shall not treat these contributions as compensation subject to income tax withholding.

535. For FY 2011-12 (July 1, 2011 to June 30, 2012), all SFERS members of the bargaining unit agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary, except, however, as provided in paragraph 264.

536. For FY 2011-12 (July 1, 2011 to June 30, 2012), all PERS members of the bargaining unit agree to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary, except, however, as provided in paragraph 264.

Retirement Restoration

537. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Article III.A., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Article III.A. of this Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (pre-reduction) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.

538. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating

holidays they have taken during the Final Compensation Period in excess of four (or five, depending on the number of years of City Service, as described in paragraph 440) to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (or five, depending on the number of years of City Service, as described in paragraph 440) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

Temporary Employees

539. Effective 5/1/95 retirement benefits will be provided to temporary employees who have worked at least 1040 hours.

Joint Union Management Committee

540. The City and Union are interested in exploring ways to improve retirement benefits provided to all miscellaneous members. The costing of any retirement proposal requires fully described benefit formulas and all changes identified. For this reason, the parties agree to participate in a City-wide task force of labor organizations representing non-safety retirement members and City representatives, formed to explore options and document proposals. Actuarial cost analyses will be prepared based on draft charter amendments describing the proposals.
541. Release time shall be provided to SEIU members to participate in the taskforce as follows: Each SEIU local will receive release time for one representative to attend taskforce meetings. For SEIU locals with City represented employees in excess of 5,000, an additional representative will be granted release time for each 5,000 employees, or fraction thereof over the initial 5,000 represented employees.

Retirement Buy Back

542. It is the intent of the City that the Retirement System shall continue to authorize the pre-tax buyback of pension credits by qualified members.

Retirement Board

Benefit Processing Time

543. The Retirement Board shall process and pay retirement claims, except in cases beyond the Board's control, in the following manner:

BENEFIT

PROCESSING TIME

- |      |                                       |  |
|------|---------------------------------------|--|
| 544. | Initial monthly retirement allowance. | Initial payment shall begin within sixty (60) days after the first of the month following the date of retirement provided that the appropriate forms of the Retirement System have been submitted. |
| 545. | Withdrawal of Contributions.          | A refund of contributions will be paid within six (6) weeks following submission of the appropriate forms of the retirement System.  |

- |      |                |   |
|------|----------------|---|
| 546. | Death Benefit. | A death benefit will be paid within thirty (30) days from the filing of the appropriate forms of the Retirement System. |
|------|----------------|---|

## Review of Retirement Portfolio

547. The Retirement System agrees to hold a meeting each Fall, following their annual audit, to review their portfolio with interested unions. The Retirement System will request the unions to submit questions in advance of such meeting to set an appropriate agenda.

## Retirement Reopener

548. Consistent with provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Union to negotiate and arbitrate retirement benefits.

### Release Time for Pre-Retirement Planning Seminars

549. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
550. Employees must provide at least two (2) weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Departmental operational necessities require the employee's attendance at work on the day such seminar is scheduled. Release time shall not be unreasonably withheld.
551. All such seminars must be located within the Bay Area.
552. This section shall not be subject to the grievance procedure.

### Safety Retirement for Certain Classifications

553. During the term of this Agreement, if the voters amend Charter Section A8.506-2 to delete the “no net increase in cost” requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements for eligible classes. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.
554. The parties agree to meet and confer regarding possible implementation of the PERS 3% at 55 retirement benefit for eligible employees covered by this Agreement. The City will request sufficient data from PERS to determine the cost of implementing this benefit in a manner consistent with the requirements of the City Charter and PERS. Upon receipt of such data, the parties will meet and confer, and the meet and confer process shall conclude within six (6) months. It is understood and agreed that the meet and confer process will be conducted in conjunction with other labor organizations representing employees eligible under the Charter for this benefit improvement. The parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.

**O. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME**

555. The Child Care Study Committee shall continue plans and efforts to open an affordable, accessible and high quality child care for City workers on the grounds of San Francisco General Hospital (SFGH), or nearby, as soon as possible given space and financial limitations. The child care center at SFGH shall be designed into any future significant construction at SFGH if a suitable site is not located and child care center is not established by the time of planning for such construction.

Volunteer/Parental Release Time

556. Represented employees shall be granted paid release time to attend parent teacher conferences of two (2) hours per semester.
557. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

**P. DCAP PROGRAM**

558. The City shall continue to provide a DCAP program to Union members. The Union and the City shall negotiate any beneficial changes to the program or any changes that may be necessary due to tax rule changes.

**Q. MUNICIPAL RAILWAY PASSES**

559. The City agrees to attempt to obtain Municipal Railway passes from the Municipal Transit Agency to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes to distribute to employees as needed. It is understood that these passes are to be used by employees only during normal working hours and while on City business.

**R. PAYROLL PROCEDURES**

Overtime & Holiday Pay

560. The City agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.
561. The Controller agrees to process and distribute all holiday and overtime paychecks with the regular pay warrants for the period in which the overtime was earned.

Recovery of Overpayment

562. Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.

563. The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee. In the absence of a mutual agreement, the City may recover no more than 20% of the total amount in any one biweekly paycheck.

564. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

1. No Check on Pay Day for the Pay Period

565. Highest priority, full check to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4 p.m., the check will be issued no later than noon on the following day.

2. Check on Pay Day is 10% or More Short of Total Due for Pay Period

566. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.

3. Check on Pay Day is Less than 10% Short of Total Due for Pay Period

567. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

Additional Payroll Procedures

568. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the City's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short checks, issuance of overtime, holiday, vacation, or final paychecks. Departmental representatives will be invited to participate if the Director of PPSD (or designee) deems it appropriate.

Maintenance and Charges

569. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on time rolls and payrolls in accordance with the schedule of maintenance charges fixed and determined in the current Annual Salary Ordinance. Such charges will be fixed at their current rates for the term of this agreement.

570. No charge shall be made for meals furnished to cooks, bakers, dieticians, lunchroom helpers and other kitchen workers while on duty.

**S. JURY DUTY**

571. An employee shall be excused from work on a work day on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.



Swing and Night Shift Employees

572. An employee who takes jury duty leave shall not be required to work a swing or night shift on the day(s) of the leave and shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.
573. Witness leave shall be paid as currently provided in the Civil Service rules.

**T. VACATION**

Vacation and Days Off Scheduling

574. Subject to the approval of the Appointing Officer, vacation periods and days off shall be scheduled by mutual agreement of the employee and his/her supervisor. In the event of a conflict where two or more employees desire the same vacation period or days off, the supervisor shall grant the preference of the more senior employee, after taking into account the needs of the service.

Holiday during Vacation

575. If a holiday occurs during an employee's vacation and the employee would as a matter of law have been entitled to said day as a regular day off, such holiday shall not be considered a day of vacation chargeable to the employee's vacation allowance.

Vacation when Employment Ceases

576. An employee with one year or more of service who ceases to be employed by the city and county and who has neither received nor waived his current annual vacation allowance shall receive a pro-rate payment for all service performed since January 1 of the calendar year in which he ceases to be employed, together with an amount equivalent to any accumulated vacation allowances due him.

Annual Vacations of Employees

577. Every person employed in the city and county service shall be allowed a vacation with pay annually, as long as he continues in his employment, as follows:
1. After one years' continuous service, 10 working days.
  2. After five years' continuous service, 15 working days.
  3. After fifteen years' continuous service, 20 working days.
578. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time, provided, however, that no employee may accumulate unused vacation allowance in excess of 400 hours regardless of length of service.
579. In computing vacation pay, no employee shall be considered to work more than five days each week. Vacation pay for employees working less than a five day week shall be computed proportionately.
580. Vacation pay shall include all premiums, differentials, etc that an employee earns during the regular work year.

Authorization of Transfer of Vacation Credits

581. Employees of the City and County of San Francisco may individually transfer their vested vacation allowance credits to another individual employee of the City and County of San Francisco who has been determined to be catastrophically ill by the employee's head of department, in accord with the definition of catastrophic illness to be provided by the Health Commission, and who has exhausted her or his vacation allowance, sick leave and compensatory time off, provided that such transfer may be made only in compliance with the terms and conditions established by the Board of Supervisors.

**U. STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

582. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the Department of Human Resources shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.
583. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification regardless of any reassignment or reclassification which may occur.
584. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly "take home" earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
585. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.
586. During the term of the agreement, all classifications added to the SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance, shall automatically be covered by SDI.
587. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

**V. FAIR LABOR STANDARDS ACT**

588. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

**W. EMPLOYEE ASSISTANCE PROGRAM**

589. The City shall budget one hundred twenty five thousand dollars (\$125,000) in fiscal year 2000-2001 and in each successive year of this agreement to continue a city-wide Employee Assistance Program to be administered by the Department of Public Health.
590. The Joint Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

**X. DIRECT DEPOSIT OF PAYCHECKS**

591. The City shall continue to provide the electronic deposit of paychecks. At the request of an employee, the City shall continue the electronic transfer at no cost to the employee to the financial institution of the employee's choice so that funds are available on payday.

**Y. LEGAL SERVICES PROGRAM**

592. The City agrees to administer payroll deductions for employees who volunteer to participate in a pre-paid legal services program to be selected by the Union. The pre-paid legal services program selected by the Union shall be reviewed by the City for compliance with applicable local laws and procedures.

**Z. APPOINTMENT PROCESSING**

593. Newly appointed employees shall be provided paid release time to complete post-hire, appointment processing.

**ARTICLE IV – GRIEVANCE PROCEDURE & PERSONNEL FILES**

**A. GRIEVANCE PROCEDURE**

Definition

594. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, discipline or discharge.

Grievance Description

595. The Union and the City agree that the following guidelines will be used in the submission of grievances:
596.           a.       The basis and date of the grievance as known at the time of submission;
597.           b.       The section(s) of the contract which the Union believes has been violated;
598.           c.       The remedy or solution being sought by the Grievant.

Procedure

599. The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on his/her behalf with the accompanying authority to settle the grievance at the appropriate grievance step.
600. Only the Union shall have the right on behalf of a disciplined or discharged employee to grieve the discipline or discharge action.
601. Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of final notice of disciplinary action.
602. Grievances related to a termination of an employee must be submitted initially at Step II or III of this procedure within fifteen (15) calendar days of the final notice of termination.

Monetary Relief

603. Except for grievances based on alleged violations of Article III.D. (Out of Class Work, Acting Assignment), in no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance. For grievances based on alleged violations of Article III.D. (Out of Class Work, Acting Assignment), in no event shall a grievance include a claim for money relief for more than a forty-five (45) working day period prior to the initiation of the claim as described in paragraph 345. In the event that the parties agree to settle a grievance through a formal settlement agreement containing a back pay provision or in the event that an arbitrator makes an award pursuant to this MOU's grievance procedure that includes back pay, the City will issue a check in the appropriate amount within 90 days from the date the settlement agreement is fully executed or, in the case of an arbitration award, within 90 days from either: (a) the date of receipt of an arbitration award that sets forth a specific dollar amount of back pay; or (b) the date the parties verify and agree on the specific back pay calculation. If the City does not meet this 90-day deadline, the grievant(s) shall be entitled to interest at the rate of 5% per year beginning on the 91st day until the date the check is issued. In the event that either party moves to judicially challenge the arbitration award, the ninety (90) day deadline shall apply upon the resolution of such

challenge, assuming the resolution to the judicial challenge is final and contains a specific dollar amount as discussed above.

Time Limits

604. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in paragraphs 604 - 607.
605. All time limits referred to in this section are binding on each party.
606. A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step.
607. Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

Steps of the Grievance Procedure

Informal Discussion with Immediate Supervisor

608. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.

Step I Immediate Supervisor

609. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further.
610. The Union shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.
611. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond in writing within five (5) calendar days.

Step II Department Head/Designee

612. If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the department head or his/her designee within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head/designee shall, within fifteen (15) calendar days of

receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying his/her reason(s) for concurring with or denying the grievance.

Step III Director, Employee Relations/Designee

- 613. If the decision of the department head/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the Employee Relations Director.
- 614. The Director or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.
- 615. Subject to applicable law, the Director of Employee Relations shall have authority to settle grievances at this step.

Step IV Final and Binding Arbitration (except termination grievances)

- 616. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. The City and the Union shall establish a Standing Arbitration Panel of fourteen (14) arbitrators. From this standing panel, the parties shall create fourteen (14) subgroups, each containing seven arbitrators from the standing panel, selected at random. These subgroups shall be numbered sequentially from one through fourteen, as determined by the parties. When the Union moves a matter to arbitration, the City shall provide the next arbitration subgroup in sequential order, from which the parties shall alternately strike until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the Union or City deletes the first name in the alternating process shall be determined by lot.
- 617. Except when a statement of facts mutually agreeable to the Union and City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
- 618. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of ERD's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.
- 619. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
- 620. The parties shall encourage the arbitrator to make his/her awards within forty-five (45) calendar days following the receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.
- 621. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by

the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.

622. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.

Step IV Final and Binding Arbitration (termination grievances only)

623. The parties agree to use their best efforts to arbitrate grievances appealing the termination of employment within ninety (90) days of the Union's written request to arbitrate.

Termination Grievances

624. 1. This provision regarding termination grievances is adopted on a trial basis only. It shall sunset on the last day of this Agreement, and shall not be renewed except by mutual agreement. If the provision is not renewed, termination grievances shall be processed in the same fashion as other grievances under this Agreement.
625. 2. The parties shall commence arbitration of a grievance challenging the termination of employment within ninety (90) days of the request for arbitration, unless it is not possible under the circumstances. To that end, the parties agree to process termination grievances as follows:
626. a. Initial filing of grievances
627. i. Termination grievances will be filed directly at Step II or, at the Union's option, at Step III (Director of Employee Relations or designee). In either case, the initial filing will be due not later than fifteen (15) days of the effective date of termination.
627. ii. The City's response, whether at Step II or at Step III, will be due not later than fifteen (15) days of the Union's filing. The Union's submission to arbitration from a Step III response will be due no later than fifteen (15) days from its receipt of the City's response. Upon notice from the Union, failure of the City to follow the time limits shall serve to move the grievance to the next Step.
628. b. Arbitration
628. In the first year of this Agreement, the City and the Union shall select a standing panel of arbitrators to hear termination grievances. The panel shall be established in the following fashion: Within fifteen (15) days of the effective date of this Agreement, each party shall submit to the other the names of five (5) arbitrators. Within seven (7) days thereafter, the parties, beginning by lot, shall alternately strike names from the list until six (6) names remain. The six remaining persons shall constitute the standing termination arbitration panel for the first year of the Agreement.
629. c. Termination cases submitted to arbitration by the Union shall be heard at the next prescheduled termination hearing date that is at least sixty (60) but not more than ninety (90) days after the submission to arbitration.

630. d. The parties agree to preschedule each arbitrator for one set of two (2) dates each calendar year. These two (2) dates shall be scheduled to provide continuity for hearings that require more than one (1) day. The parties will attempt to schedule dates so that there will be hearing dates available at least every other month. At the end of the first year of the program, the parties will meet to discuss the utilization of scheduled dates and whether the number of dates should be changed.
631. The order in which the parties will solicit dates from the arbitrators will be based on the arbitrator's last name, in alphabetical order. If an arbitrator is not able to provide any dates in the specific month the parties have requested, the parties will solicit dates from the next arbitrator in order.
632. If the arbitrator requests a court reporter, or by prior agreement of the parties, a court reporter will be utilized. In these circumstances, the costs will be shared by the parties and the reporter must agree to submit the hearing transcript to the parties and the arbitrator within five (5) business days of the close of the hearing. If only one party requests a court reporter, that party shall pay all associated costs. Closing briefs, if permitted by the arbitrator, will be due to the arbitrator within fifteen (15) calendar days of the close of the hearing, or receipt of transcripts, when mutually requested or required by the arbitrator, whichever is later. Either party may choose to make a closing oral argument in lieu of a written brief. By the parties' mutual agreement, or as determined by the arbitrator, the arbitrator may issue a bench decision on the record, stating the arbitrator's award and the reasons therefore. Any written decision from the arbitrator will be due within thirty (30) calendar days of the receipt of the parties' briefs or the close of oral arguments, whichever is later.
633. e. Annually, on a date to be determined by the parties after consultation, either party may exercise the right to strike the name of one arbitrator from the panel. The party which nominated that person shall have the right to appoint a replacement.
634. f. If an arbitrator withdraws from the panel, the party who originally proposed him/her shall nominate two (2) more arbitrators and allow the other party to strike one (1) name.
635. g. Neither party may propose for inclusion on the arbitration panel the name of an arbitrator who has been peremptorily stricken by the other party in that same year; provided, however, that in any subsequent year after the exercise of such a strike, either party may resubmit the name of that arbitrator for inclusion.

Expedited Arbitration

636. Suspensions up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into, before or during Step III of the grievance procedure, the parties may submit other grievances to this expedited arbitration process. At least one day each month will be used for these grievances. The expedited arbitration shall be before an arbitrator to be mutually selected by the parties who shall serve until the parties mutually agree to remove him/her or for twelve (12) months, whichever comes first. Alternatively, at the time of the selection of the arbitrator, either party may request a list of seven (7) appropriately



experienced arbitrators from the American Arbitration Association from which the arbitrator will be selected by the method of striking names. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.

637. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.
638. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

#### Rights of Individuals

639. An employee may not be disciplined or discharged without just cause and without written notice of the intended action. The City agrees to follow the principles of progressive discipline.
640. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of Article II.A. (Discrimination Prohibited or Reasonable Accommodation). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.
641. Employees covered by this agreement with temporary status shall be subject to termination or dismissal for just cause only, and the rights described in these sections of the Agreement, including the right to expedited or regular arbitration, in the appropriate case, upon their completion of six (6) months of service.

#### Skelly Rights

642. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
643.       a.     A notice of the proposed action; and  
             b.     The reasons for the proposed discipline; and  
             c.     A copy of the charges and the materials upon which the action is based; and  
             d.     The right to respond, either orally or in writing, to the authority initially imposing the discipline.
644. The Skelly meeting shall be presided over by a management representative who is not the employee's immediate supervisor unless the Department provides the opportunity for the employee to seek administrative review of the Skelly Officer's recommendation prior to the Appointing Officer taking final disciplinary action.

**B. PERSONNEL FILES**

645. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
646. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
647. An employee shall have the opportunity to review, sign and date any and all material to be included in the file except routine matters chronicling job and pay charges. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.
648. With the approval of his/her appointing officer or designees, the employee may include material relevant to his/her performance of assigned duties in the file.
649. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct after diligent and timely investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.
650. Except for the specific disciplinary matters provided below, materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be used. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based. The performance evaluations are excluded from this provision.
651. Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personnel file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed, provided there has been no recurrence of the conduct on which the discipline was based.

Performance Information

652. Negative information regarding any individual employee's performance shall not be publicly displayed, except as may otherwise be required by law or court order. In no way does this section preclude the city from publicly recognizing positive employee performance.

## ARTICLE V - TRAINING

### A. CAREER OPPORTUNITIES

653. As described below, the City will establish a Career Opportunities Program to offer employees career advancement opportunities including educational courses and programs of study, including certification and licensure. This program does not limit any other education leave to which an employee may be entitled.

### B TUITION REIMBURSEMENT

654. The City agrees to allocate one hundred twenty thousand dollars (\$120,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than five hundred dollars (\$500) per fiscal year from this special allocation. Effective July 1, 2007, employees in classifications 2574 Clinical Psychologist and 2575 Research Psychologist may receive up to fifteen hundred dollars (\$1,500) per fiscal year.
655. If any portion of said allocation remains unexpended on June 30th of any fiscal year it shall be carried over to the next fiscal year.
656. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.
657. Eligibility. Any regularly scheduled full-time or part-time employee within the City service and the School Districts who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
658. Expenses. The City will reimburse each eligible employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
659. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the Department of Human Resources. Courses require pre-approval by the Appointing Officer (or designee) and the Human Resources Department, neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Appointing Officer (or designee) and the Human Resources Department, reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a Federal or State Veterans benefit program from other public funds.
660. Repayment. If an employee resigns from the City within two (2) years following completion of the training course, the amount of the tuition reimbursement shall be repaid by the employee to the City by cash payment or out of the employee's last pay warrant or, if applicable, retirement earnings.

**C. INSERVICE TRAINING**

661. The City agrees to institute inservice training for represented employees by mutual agreement. Training may include, but is not limited to, instruction that will qualify for required CE credits, certificate and license requirements as required for continued employment in the employee's current classification. Required attendance shall be considered a duty assignment for purposes of payment of salary.

**D. EDUCATIONAL LEAVE**

662. Educational leave may be granted for the purpose of educational or vocational training in a field related to the employee's current position and any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.
663. Educational leave may be approved for appointees for a period of up to one (1) year. Requests for educational leave of longer than one year must be renewed each year.
664. An employee on educational leave shall not accept other employment without approval of the appointing officer except for employment in vacant positions with the City and County during school vacations.
665. As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work.

**E. 20/20 WORK TRAINING PROGRAM**

666. Employees under permanent civil service appointment, upon application, may be assigned with pay, not to exceed twenty (20) hours in any one (1) week, to attend classes during regular working hours in educational institutions approved by the Human Resources Director subject to the availability of funds for replacement is required subject to the following:
667. 1. Permission to attend classes during regular working hours must be approved by the appointing officer and approved by the Human Resources Director, subject to the availability of funds for replacement where replacement is required.
668. 2. The class or classes to which the employee would be promoted will be listed by the Department of Human Resources or Human Resources Director and must be in promotive classes where there is a continuing shortage of qualified employees to fill all vacancies.
669. 3. Such assigned time with pay for educational purposes shall only be granted when the class session is during a regular work shift and the employee cannot be reassigned to another work shift.
670. 4. Such assigned time for educational purposes shall not be granted if the course is available at a time other than the employee's regular work shift.

671. 5. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.
672. 6. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session.
673. 7. Employees granted such time to attend classes who leave the service by resignation prior to a two-year period following completion of the educational course or courses shall be subject to withholding from their final pay check or retirement contributions an amount equivalent to the payroll cost of such assigned time for educational purposes.

**F. SPECIAL EDUCATIONAL LEAVE FOR HEALTH RELATED PERSONNEL**

674. Each regularly scheduled full-time or part time employee (excluding as needed employees) who works a minimum of 20 hours per week and who has served in one of the classifications enumerated below for more than ninety (90) days which requires a valid license or re-licensure, certification or re-certification or registration or re-registration, shall be allowed the necessary number of hours of educational leave with pay per re-licensure cycle to attend formally organized courses, institutes, workshops or classes that relate to the particular classifications' studies to fulfill the requirement.
675. Such educational leave with pay shall include CPR certification for LVN's, LPT's and other classifications who are required to re-certify CPR for re-licensure, if DPH does not provide CPR on an in service basis.
676. It is the intent of the Board of Supervisors that leave pursuant to this paragraph shall be granted subject only to the reasonable staffing requirements of the departments and that in the granting of such leave, preferences shall be given to the employee having the earliest re-licensure date.

2112 Medical Records Technician  
2302 Nursing Assistant  
2303 Mental Health Rehabilitation Worker  
2305 Psychiatric Technician  
2306 Senior Psychiatric Orderly  
2310 Surgical Procedures Technician (those who possess a LVN license)  
2312 Licensed Vocational Nurse  
2314 Public Health Team Leader  
2390 Central Supply Process and Distribution Tech  
2392 Senior Central Processing and Distribution Technician  
2430 Medical Evaluations Assistant  
2441 Diagnostic Medical Sonographer I  
2450 Pharmacist  
2454 Clinical Pharmacist  
2467 Diagnostic Imaging Technologist I  
2468 Diagnostic Imaging Technologist II  
2469 Diagnostic Imaging Technologist III  
2470 Diagnostic Imaging Technologist IV

2517 Jail Medical Technician  
2526 Ambulance Driver  
2530 Senior Medical Steward  
2532 Paramedic  
2534 Paramedic Supervisor  
2574 Clinical Psychologist  
2585 Health Worker I  
2586 Health Worker II  
2587 Health Worker III  
2588 Health Worker IV  
2624 Dietician  
2626 Chief Dietician  
2920 Medical Social Worker  
2922 Senior Medical Social Worker  
2930 Psychiatric Social Worker  
2931 Marriage, Family and Child Counselor  
2932 Senior Psychiatric Social Worker  
2934 Chief Psychiatric Social Worker  
2935 Senior Marriage, Family & Child Counselor

677. During the term of the Agreement, the parties may mutually agree to add additional classifications to this list.

LVN/LPT Educational Leave

678. Each fulltime and regularly scheduled part-time LVN/LPT shall be allowed a maximum of twenty-four (24) hours educational leave with pay per fiscal year or a prorata share thereof to complete programs approved by the California Board of Licensed Vocational Nurses/Licensed Psychiatric Technicians for Continuing Education Units, Continuing Medical Education, California Board of Registered Nurses or which are necessary to achieve the particular classification's recertification or relicensure or which promote professional nursing development and education.
679. Mandatory, in-house training shall not be counted toward the educational leave hours allotted for in the paragraph above.

**G. TRAINING, RETRAINING AND CAREER DEVELOPMENT COMMITTEE**

680. The City and County of San Francisco supports the development of career ladder proposals and various programs of training, retraining, mentoring, and career development for City employees to be coordinated through the Department of Human Resources, the operating departments, and the Union.
681. The Parties agree to jointly advocate for the inclusion of public employees in any future Local, State or Federal legislation providing for training and retraining programs.
682. Accordingly, the Employee Relations Division will request the Human Resources Director to designate appropriate staff persons to coordinate the establishment of such programs.

**H. TRAINING FOR CLASS 2580 CORONER'S INVESTIGATORS**

683. For any training which the Chief Medical Examiner requires of Class 2580 Coroner's Investigators, the City shall reimburse such investigators for expenses directly related to that training including tuition.

**I. TRAINING FOR CERTAIN CLASSIFICATIONS**

Office of Public Defender Investigators

684. The City agrees to allocate two thousand five hundred dollars (\$2,500) each fiscal year for the purpose of training for classes 8142 Public Defender's Investigator and 8143 Senior Public Defender's Investigator.

685. The Department will be in charge of administering this fund, and will determine the appropriate training to be funded and the attendees. Upon request, the Department will discuss these determinations with the Union.

686. The Office of the Public Defender agrees to provide equipment for Public Defender Investigators such as various photographic and recording equipment and supplies, as to be determined by the Department.

Recreation and Park Training

687. The City and the Union agree to establish a Recreation and Park Training Committee to review required and recommended training for each classification in the Recreation and Parks Department covered under this CBA and to meet and recommend possible additions or changes to the training program and requirements. This Committee will meet monthly beginning in October 2006, with the goal of completing its review and recommendations by March 2007. The Union may appoint three (3) representatives to the Committee, who shall be provided paid release time to participate.

Diagnosis Coding

688. In the event that significant changes are made to Diagnosis Coding or Diagnosis Coding Procedures implemented by the City, the City shall provide appropriate training to employees in positions who perform this task. In addition, training shall be provided when an employee gets a new or different assignment to perform coding duties.

Human Service Workers

689. The City and the Union agree to meet and confer to explore options designed to enhance the social casework, counseling, career planning and employment skills for human service workers. The goal is to identify an academic process for career advancement. In addition, for the term of this Agreement, the Human Services Agency (HSA) will continue the existing department practice of providing basic support classes through the current partnership program with the City College of San Francisco and courses offered through the "Human Services Certificate" program.

Office of Citizen Complaints Investigators

690. The City agrees to allocate two thousand five hundred dollars (\$2,500) each fiscal year for the purpose of training for class 8124 Investigator, Office of Citizen Complaints.

691. The Department will be in charge of administrating this fund, and will determine the appropriate training to be funded and the attendees. Upon request, the Department will discuss these determinations with the Union.

Rent Board Citizens Complaint Officers

692. The City agrees to allocate two thousand five hundred dollars (\$2,500) each fiscal year for the purpose of training for class 2975 Citizens Complaint Officer working at the Rent Board.
693. The Department will be in charge of administrating this fund, and will determine the appropriate training to be funded and the attendees. Upon request, the Department will discuss these determinations with the Union.

Victim / Witness Investigators

694. The City agrees to allocate two thousand five hundred dollars (\$2,500) each fiscal year for the purpose of training for classes 8129 Victim/Witness Investigator I, 8131 Victim/Witness Investigator II and 8133 Victim/Witness Investigator III.
695. The Department will be in charge of administrating this fund, and will determine the appropriate training to be funded and the attendees. Upon request, the Department will discuss these determinations with the Union.

**J. TEMPORARY EXCHANGES FOR TRAINING PURPOSES**

696. Employees holding permanent civil service appointment in positions under different appointing officers or in another public agency, may, upon their written request and with the approval of the appointing officers concerned and the Human Resources Director, be exchanged in positions in the respective departments or other public agency for a period not to exceed one (1) year for training and development purposes; provided that the employees so exchanged must be permanent employees in the same class or in occupations deemed by the Human Resources Director, to be closely related in duties and responsibilities, training and experience requirements, and further provided that such temporary training service may be terminated by either appointing officer at any time during such training period.
697. Employees so exchanged will remain on the permanent payroll of their regular department and time reports will be maintained in the second department or other public agency and submitted to the original department for timekeeping purposes. Exchange assignments shall be recorded on employee history cards and employees shall be credited for the performance of the duties in the exchanged position. Employees temporarily assigned for training and development under this section of the rule will be considered as employees of the original department for any disciplinary action necessary under the Charter.

**K. PROTECTIVE SERVICE WORKER LICENSING SUPERVISION PROGRAM**

698. The City agrees to develop a Licensing Supervisor Program for Protective Service Workers in classes 2940/42 & 2944. An employee will be responsible for making individual arrangements with clinical supervisors for after-hours supervision. Eligible employees will pay the employee providing the supervision from their own funds, and will then submit the payment for reimbursement through the SEIU TUITION REIMBURSEMENT Fund. The maximum amount allowable from this fund for



this purpose is \$500.00 per employee per fiscal year. Funds will be issued (reimbursed) on a first come, first served basis.

- 699. The Department of Human Services will develop criteria for participation in the program taking into account state guidelines and/or requirements, a mechanism for enrollment of participants and prior approval of reimbursement from the Fund, and criteria for payment of clinical supervision, in consultation with the Union.
- 700. The City will monitor use of the Fund attributed to this program and the balance remaining in the fund each year. The Department will request funding in its annual budget, as needed, for continued operation of the Supervision Program.

Licensure Requirements

- 701. Licensed Clinical Social Workers (LCSW): LCSW's must complete the State-mandated required hours of work experience. LCSW candidates must have at least one (1) hour of direct face-to-face supervision for each week of work experience. Candidates for the LCSW license have six (6) years in which to acquire these supervised hours.

Marriage and Family Therapist

- 702. MFT's must complete the State-mandated required hours of post-degree experience. MFT candidates must receive at least one (1) hour per week of face-to-face supervision for every ten (10) hours of direct client counseling. Candidates for MFT license have six (6) years in which to acquire these supervised hours.

Supervision

- 703. Licensing: The City or the Department of Human Services will develop a list of Protective Services staff who are eligible to provide LCSW and/or MFT supervision. Staff will be required to provide proof of current licensure of 15 hours of state-approved supervision training for LCSW's. There is no maximum number of participants each employee may supervise, however those providing clinical supervision are expected to use judgment regarding the number of workers that can be reasonably supervised at any one time. Protective Service Worker staff seeking LCSW or MFT supervision may contact any person on the list of staff eligible to provide the supervision. Protective Service staff seeking supervision and Protective Service staff providing supervision must mutually agree to the assignment.
- 704. The appropriate California State Licensing Agency is responsible for investigating any liability issues arising from clinical supervision. Protective Service staff providing clinical supervision are encouraged to obtain liability insurance.

Licensing Candidate Commitment

- 705. Candidates for LCSW or MFT license will be required to register their application with the appropriate California State Licensing Agency and submit this information to the supervisor prior to receiving hours for licensing supervision. Candidates are required to make a two-year employment commitment to the City in return for licensing supervision. For those workers fulfilling their Title-IV-E service commitment to San Francisco, the two (2) years will be in addition to their 1 or 2 year Title IV-E agreement.

706. The voluntary agreement can be terminated by the employee under specific conditions such as unavoidable changes in personal or family circumstances. If an employee voluntarily terminates employment with the City prior to the completion of the two-year commitment, the employee shall reimburse the City the amount of \$500.00 to offset the cost of licensing supervision.

**L. SMART TRAINING**

707. The City agrees to complete appropriate safety training, including, but not limited to, SMART training for Class 2736 Porters; Class 1428 Unit Clerks; Class 7524 Institutional Utility Workers, and other members of this bargaining unit, whose duties require their presence in locked, patient care areas. Subject to available resources, refresher trainings shall be given to these employees at least every two (2) years. The parties agree to meet to discuss whether additional employee classifications should be added to the above list.

**M. CITYWIDE SAFETY TRAINING PROGRAM**

708. The City agrees to initiate a citywide safety training program to ensure, to the maximum extent possible, the maintenance of safe, violence-free, worksites.

**N. DPH TRAINING AND RETRAINING**

709. The City agrees to join the SEIU UHW-West and Joint Employer Education Fund effective July 1, 2006, on behalf of all SEIU members employed by the Department of Public Health who are covered by this Agreement. The City's annual contribution to the Fund will be equivalent to .22% of gross pay for all SEIU-represented DPH employees covered by this Agreement, for the period of its Fund membership.
710. For Fund membership from July 1, 2006 through December 31, 2006, the City will pay an amount equivalent to 0.11% of the covered employees' gross pay in calendar year 2005. The payment will be made not later than August 30, 2006.
711. For Fund membership from January 1, 2007 through December 31, 2007, and for each calendar year of its membership thereafter, the City will pay an amount equivalent to 0.22% of the covered employees' gross pay in the prior calendar year. Payment for each calendar year will be made not later than February 28th of that year.
712. For the period of its Fund membership, the City agrees to abide by the Trust Agreement, the Plan Document, and all rules and regulations adopted by the Trustees of the Fund. Copies of the Trust Agreement and Plan Document are appended to this Agreement, as Appendices B and C.
713. Upon at least sixty (60) days notice to the Union, at the close of any calendar year the City shall have the right, at its sole option, to withdraw from the Fund and cease making contributions.

## ARTICLE VI – HEALTH & SAFETY

### A. HEALTH AND SAFETY

#### Policy

714. The City acknowledges its responsibility to provide safe, healthful work environments for City employees and users of City services. Every employee has the right to safe and healthful working conditions.
715. Upon request of the Union, Departments will meet with the Union to discuss and address safety concerns relating to facilities where employees are assigned to work alone while the facility is open to the public. These discussions may include proposals to provide cellular phones, personal alarm devices, and/or other options where appropriate.
716. Where the employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, he/she may refuse to begin or continue a work assignment.
717. When in such a case an employee declines to begin or continue a work assignment, she or he shall notify his/her in-house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer, and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment.
718. If the safety officer determines that the complaint is valid, his/her decision shall override the "departmental" management decisions, including abatement procedures or employee re-assignments. If, after investigation, the in-house officer determines that the work assignment does not present such an unsafe condition, he/she shall notify the employee. The employee shall then have the following options:
1. continue the work in reliance on the decision;
  2. request a re-assignment, which shall not be unreasonably denied; or
  3. continue to refuse the work assignment.
719. If the employee elects option three, he/she shall not be paid unless he/she executes an agreement that if it is ultimately determined that the complaint was invalid, the money shall be repaid to the City. If it is ultimately determined that the employee's complaint was valid, and he/she has not elected to be paid, the employee shall be made whole for all lost wages and benefits.
720. Employees shall not be subject to discipline or retaliation for exercising any rights under this Section unless it is finally determined that the employee's complaint was a gimmick, e.g., was made or pursued in bad faith or for ulterior motives unrelated to the merits of the dispute.
721. The Union may employ or assign its own safety consultant to investigate the situation in conjunction with the City's in-house officer. If after consultation between the two, the dispute remains unresolved, it shall be submitted for final determination to a neutral arbitrator selected pursuant to the provisions of the section covering Expedited Arbitration (paragraphs 636 - 638) or another mutually agreed upon third party.

Information

722. The City (the Worker's Compensation Division) shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries and illnesses. Vital information shall include but not be limited to the nature of the illness or injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.
723. City departments will provide the Union with copies of their annual OSHA Form 300 and Cal/OSHA Form 300 (a), or their equivalent, which report employee industrial injuries, illnesses and chemical exposures.

Assault Study

724. Upon written request of the Union, the Department of Human Resources agrees to provide a report on incidents of assault against City workers, including information on department and classification of injured employees to the Union which shall be no more often than quarterly.

Direct Emergency Access for Parking Control Officers, 8214/8216

725. When practicable, classifications 8214 Parking Control Officer and 8216 Senior Parking Control Officer shall be given direct access to Police Dispatch for emergency situations via their communications equipment.

Joint SEIU Labor-Management Occupational Health and Safety and Workers' Compensation Committee

726. There is hereby created a Joint Labor-Management Occupational Safety and Health and Workers' Compensation Committee consisting of six (6) persons appointed by the Union and six (6) persons appointed by the Mayor. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied. Labor representatives are recommended to be from among the top twelve City departments in terms of Workers' Compensation costs per employee.
727. The Committee shall begin to meet at least once each quarter, beginning in October 2006, or more frequently as may be mutually agreed. The Committee will consider health and safety hazards and workers' compensation issues (as listed below) brought to its attention by members of the Committee.
728. 1) Identify workers compensation training and education needs of employees in SEIU-represented classifications.
729. 2) Provide a forum for labor to have input on workers compensation issues of concern, including return-to-work programs for injured employees.
730. 3) Review and discuss various CCSF and industry reports related to workers compensation activities, and make recommendations to the Department of Human Resources for possible implementation.

731. The committee is also charged with studying and identifying elements of SF Environment Code Ordinance (171-03, File No. 030422, App. 7/3/2003), the Precautionary Principle Policy, that apply to occupational health and safety, and promoting compliance with this policy in such regard.

732. The committee shall make a report to the Board of Supervisors and the Union each September regarding its activities.

Asbestos Abatement Requirements

733. The City will comply with the requirements provided for in the Asbestos Hazardous Abatement Reauthorization Act, ASHARA, and will use the requirements provided by CAL-OSHA in order to schedule regular hazardous substance screening for all custodians and any other employees at risk.

Video Display Equipment Working Conditions

1. Policy

734. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

2. Eye Examinations

735. The City agrees to provide a base line eye examination, followed by annual eye examinations for all employees required to use video display equipment. This subject will be given further review by the Joint Labor/Management City Safety Committee as referenced above.

3. Breaks

736. Every employee working on video display equipment shall be required to take break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' of work.

4. Physical Plant

737. The City agrees to provide the following physical equipment and work environment for users of video display equipment:

738. a. When requested by the employee, effective glare screens shall be affixed to the front of such machines;

739. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

740. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

741. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

5. Inspection of Machines

742. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

6. Pregnancy

743. Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away from video display equipment for the duration of pregnancy.

Right to Know

744. Material Safety Data Sheets are available for inspection by employees and/or their Union representatives. Inspections may be coordinated through the Health Department's Hazardous Material Program Manager.

Mace Training

745. Departments may designate employees, other than uniformed members of the Police and Sheriff's Departments, but including Parking Control Officers and Juvenile Court Counselors, whose position, hours and/or work location would warrant training in the use of mace. At the Union's request, other employees may be offered this training. Such requests shall not be unreasonably denied. Training shall be given at no cost to the employee. An initial supply of Mace, replacement when needed, and a suitable holder shall be provided at no cost to the employee. Benefits provided by this Section shall not exceed a total cost to the City of \$10,000 in any fiscal year.

Infectious Waste

746. The City shall provide training to all employees in classification 2708 (Custodian) regarding proper procedures for infectious waste.

Parking Control Officer- Health and Safety

747. All safety equipment shall be provided by the Department of Parking and Traffic at no cost to the employee.
748. All helmets shall immediately be replaced whenever an accident occurs and helmets show signs of impact. This procedure is consistent with the manufacturer's recommendation labeled on the inside of helmet.

Traumatic Event

749. The City will make available a trained CISD (Critical Incident Stress Debriefing) person to meet with employees who experience a traumatic event during the course of employment.

Costs of Additional Laboratory Analysis Regarding Substance Abuse Policy at San Francisco International Airport

750. The Airport will pay the costs of the additional laboratory analysis and review by the Medical Review Officer (MRO) of the new result, as well as the cost of transfer of the specimen to the second laboratory. If the test of the split sample causes the original test to be voided or to be determined as negative, the Airport will reimburse the employee for any costs collected in advance.

**ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY**

**A. LEAVES OF ABSENCE**

751. Requests for leave shall be subject to the approval of the appointing officer or designee. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.
752. Except for vacation leave, witness or jury duty leave, compulsory sick leave, or disability leave, an employee requesting a leave for more than five working days shall submit such request to the appointing officer or designee. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed social worker, licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife within the scope of their practice as defined by state law. Verification of sick leave with pay for less than five (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this provision shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee, provided that the employee has been previously notified in writing that such certification will be required for absences of less than five (5) days.
753. Except as otherwise provided in these provisions, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee.
754. Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this section, or for authorized holiday, compensatory time off, or vacation, leaves shall be without pay.
755. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.

Sick Leave – General Requirements

1. *Eligibility for Sick Leave*
756. Subject to these provisions, employees who are absent from their duties because of illness or disability are eligible for sick leave.
2. *Types of Sick Leave*
757. A leave granted under this provision for one of the following reasons shall be known as "sick leave".
758. a. Sick Leave for Medical Reasons
759. b. Quarantine
- c. Bereavement
760. (1) Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents



of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death; however, two additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

761. (2) Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one working day; however, two additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

d. Sick Leave - Maternity

762. Maternity leave shall not exceed six months provided that such leave may be extended for employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

e. Sick Leave - Illness or Medical Appointment of Child or Dependent Adult

763. Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities or because of the illness, injury or medical or dental appointment of a dependent adult.

f. Sick Leave – Compulsory

764. Sick leave shall automatically terminate on the effective date of an employee's retirement.

3. *Retirement Automatically Terminates Sick Leave*

4. *Abridgment of Sick Leave*

766. Sick leaves granted in excess of five (5) working days shall be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position

Sick Leave with Pay

1. *Sick Leave with Pay Eligibility*

767. Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this section regardless of length of service and except that an authorized leave of absence with or without pay granted under this section shall not be considered as a break in the continuous service of an employee.

768. A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.
769. There shall be a limit on the accumulation of sick leave of 1040 hours.
770. No single employee may contribute more than six (6) months of accrued sick leave to the catastrophic illness program.
771. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards.
772. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards of attendance.
2. *Prohibition Against Employment While on Sick Leave with Pay*
773. Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.
3. *Calculation of Sick Leave with Pay Credits*
774. Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, 1) overtime exceeding 40 hours per week and 2) holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate. Employees working a ten (10) hour shift shall earn sick leave at the rate of .0625 hours per hour worked until they earn 104 hours of paid sick leave. For twelve (12) hour shift employees the rate shall be .075 per hour worked.
4. *Disbursement of Sick Leave with Pay Credits*
775. Sick leave with pay credits shall be used and deducted at the minimum rate in units of one one-quarter (1/4) hour for those employees whose credits are calculated in hours.
5. *Conversion of Sick Leave with Pay Credits from Days to Hours*
776. Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule.
6. *Employees Injured by Battery and/or Assault (To be referred to as Battery in this Section)*
777. Sick leave under this section shall not be charged against earned sick leave with pay credits.

778. Approved sick leave under this section shall be paid retroactive to the first day of injury.

Sick Leave without Pay

779. Sick leave without pay may be approved for employees for the period of the illness provided that requests for prolonged leave shall be renewed every six (6) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless a designated physician advises that there is a reasonable probability that the employee will be able to return to employment.

*1. Prohibition Against Employment While on Sick Leave Without Pay*

780. Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer grants permission for the employee to engage in outside employment.

Compulsory Sick Leave

781. An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.
782. The appointing authority shall notify the employee in writing of the specific incidents or behavior that is considered to cause risk to co-workers, the public or the employee.
783. If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director. If the examining physician determines that the employee is not medically or physically competent and recommends the imposition of sick leave, the physician shall specify the duration of such leave.
784. At the request of the employee, the appointing authority or designee at the level of Departmental Manager shall meet with the employee - and if the employee requests, a representative of the Union - prior to the imposition of a compulsory leave. The employee shall be informed of his/her right to have a representative present.
785. Written notice of the imposition of compulsory leave shall be sent to the employee prior to the effective date of the leave.

*Appeal of Imposition of Compulsory Sick Leave Following Re-examination*

786. An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the City and County. The decision of the medical specialist shall be final and no further appeal

shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.

787. An employee may remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director. The compulsory sick leave may be abridged with the approval of the physician designated by the Human Resources Director.

Disability Leave

788. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department following the release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
789. Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
790. Failure to exercise the option to supplement disability indemnity payments within 90 calendar days following release from disability leave will preclude later requests.
791. Supplemental disability credits shall be used at the minimum rate in units of one hour.
792. The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.
793. Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
794. When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
795. An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
796. Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.

797. Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

798. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.
799. Vacation, CTO, or other paid time as well as SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular take home salary the employee would have received (excluding voluntary or optional deductions) for the normal work schedule excluding overtime.
800. An employee who wishes not to supplement, or who wishes to supplement with compensatory time, vacation or floating holidays must submit a written request to the appointing officer or designee within seven calendar days following the first date of absence.
801. Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

Military Leave, War Effort and Sea Duty Leaves

*Military Leave*

1. Military Leave - Authority
802. Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this provision.
2. Military Leave - Time of War
803. Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three months after the conclusion of such service, but not later than one year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.
3. Military Leave - Time of Peace
804. Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three months after the expiration thereof.

4. Military Leave - Permanent Appointees

805. Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

5. Military Leave - Proof of Duty

806. Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

6. Military Leave - Salary While on Temporary Leave

807. Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed 30 calendar days of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

*War Effort Leave*

808. The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

*Leave for Sea Duty as Licensed Officer*

809. In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

Leave to Accept Other City and County Position

810. Such leave by an employee may be approved for the duration of such appointment

Leave for Civilian Service in the National Interest

811. Such leave may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one year must be renewed each year.

Leave for Employment as an Employee Organization Officer or Representative

812. Leave for permanent appointees may be approved for the duration of such service.

Family Care Leave

813. Permanent employees who have one or more years of continuous service in any status may be granted up to one year of unpaid family care leave for the following reasons:
814. 1) The birth of a biological child of the employee;
815. 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
816. 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
817. 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.
818. Family care leave is unpaid leave. At the employee's request, and when approved, family care leave shall be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child.
819. Paragraphs 813 through 818 above shall apply to non-permanent employees.

Witness or Jury Duty Leave

820. An employee who is summoned for witness or jury duty shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested.
821. Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off. But employees shall not be expected to work on any shift on days they have served as a witness or on a jury.
822. Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
823. An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.

Religious Leave

824. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

Personal Leave

825. Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period.

**B. RETURN TO WORK**

826. The City will make a good faith effort to return an employee whose request for reasonable accommodation is pending, or an employee who is pregnant or who has sustained an injury or illness and whose doctors certify that he or she is temporarily unable to perform specified aspects of his or her regular job duties to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift (including regular days off), and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift (including different days off), and/or in another department. The City will make a good faith effort to avoid assigning the employee to work on a different shift or different days off, and will appropriately train the employee for the new assignment. After a period of three (3) months, the parties shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only.
827. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.
828. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
829. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
830. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
831. Notwithstanding any other provision of this Agreement, the supplemental disability income credit program shall continue in effect during the term of this Agreement, except that the employee's pay shall be supplemented under the program up to the employee's approximate net pay rather than gross pay.



**C. FAMILY MEDICAL LEAVE**

832. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

## ARTICLE VIII- SCOPE

### A. FINALITY OF AGREEMENT

833. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.
834. In the event management seeks to institute a change in methods or operations within the scope of representation under state law or the charter which it believes is not covered by this Agreement, the parties shall begin to meet and confer as required by state law within fifteen (15) working days from the date receipted written notice is received by the Union at the affected Union's executive offices. Said notice shall state the proposed change, an explanation of the reason(s) for said change, as well as the effect on represented employees that would result.
835. Management, except in the event of an emergency as defined by state law, shall advise the union of the date of the intended implementation of such proposed change, which shall be no sooner than forty (40) working days from the date receipted written notice is received by the Union.
836. In the event the parties do not reach agreement thereon, the union may grieve and take to expedited arbitration such disagreements as it may have. The authority of the arbitrator is to determine:
837.           1.       Whether the city's proposed change(s) violate the terms of this agreement and, if so, what shall be the remedy;
838.           2.       To determine whether there are negative practical consequences of any such proposed changes on wages, hours benefits or other terms and conditions of employment as to which the parties have not agreed and, if so, how such consequences shall be dealt with. The arbitrator, in making that determination, has no authority to negate the change of methods or operations.
839.           3.       The Employee Relations Ordinance in the Administrative Code shall not apply to the application of this section.
840.           4.       Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.
841.           5.       Nothing in this agreement shall have application to changes of Civil Service rules excluded from bargaining pursuant to Charter Section A8.409-3 except as they may affect compensation.

### B. SAVINGS CLAUSE

842. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.

**C. HOLD HARMLESS**

843. The Union shall assume the defense of, indemnify and hold the City harmless from any and all claims, demands, suits, or any other action arising from agency shop provisions herein, or from complying with any demand for termination hereunder.

**D. DURATION OF AGREEMENT**

844. This Agreement shall be effective July 1, 2010 and shall remain in full force and effect through June 30, 2012.
845. This Agreement shall remain in full force and effect through that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2012 or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.
846. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO.  
on \_\_\_\_\_, 2010.

FOR THE CITY

FOR THE UNION

|                             |      |
|-----------------------------|------|
| Martin Gran                 | Date |
| Employee Relations Director |      |

---

|                  |      |
|------------------|------|
| Pattie Tamura    | Date |
| SEIU, Local 1021 |      |

|                          |      |
|--------------------------|------|
| Micki Callahan           | Date |
| Human Resources Director |      |

|                                     |      |
|-------------------------------------|------|
| Dominic Garrett<br>SEIU, Local 1021 | Date |
|-------------------------------------|------|

Approved As To Form:

Elizabeth Salveson  
Chief Labor Attorney,  
Office of the City Attorney

Date

## **ATTACHMENT A – LIST OF REPRESENTED CLASSES**

### **ARTICLE I. RECOGNITION**

|      |                                     |
|------|-------------------------------------|
| 1428 | Unit Clerk                          |
| 1429 | Nurses Staffing Assistant           |
| 1431 | Senior Unit Clerk                   |
| 2202 | Dental Aide                         |
| 2204 | Dental Hygienist                    |
| 2302 | Nursing Assistant                   |
| 2303 | Mental Health Rehabilitation Worker |
| 2304 | Psychiatric Orderly                 |
| 2305 | Psychiatric Technician              |
| 2306 | Senior Psychiatric Orderly          |
| 2310 | Surgical Procedures Technician      |
| 2312 | Licensed Vocational Nurse           |
| 2390 | Central Processing & Dist Tech      |
| 2402 | Laboratory Helper                   |
| 2406 | Pharmacy Helper                     |
| 2408 | Senior Pharmacy Helper              |
| 2409 | Pharmacy Technician                 |
| 2416 | Bacteriological Lab Assistant       |
| 2420 | Histology Technician                |
| 2424 | X-Ray Laboratory Aide               |
| 2430 | Medical Evaluations Assistant       |
| 2432 | Electrocardiograph Technician       |
| 2434 | Sr Electrocardiograph Tech          |
| 2436 | Electroencephalograph Tech 1        |
| 2440 | Vet Laboratory Technologist         |
| 2514 | Orthopedic Technician 1             |
| 2515 | Orthopedic Technician 2             |
| 2520 | Morgue Attendant                    |
| 2522 | Senior Morgue Attendant             |
| 2523 | Forensic Autopsy Technician         |
| 2554 | Therapy Aide                        |
| 2583 | Home Health Aide                    |
| 2604 | Food Service Worker                 |
| 2606 | Senior Food Service Worker          |
| 2622 | Dietetic Technician                 |
| 2650 | Assistant Cook                      |
| 2652 | Baker                               |
| 2654 | Cook                                |
| 2706 | Housekeeper/Food Service Cleaner    |
| 2736 | Porter                              |

|      |  |
|------|--|
| 2738 | Porter Assistant Supervisor            |
| 2760 | Laundry Worker                         |
| 2770 | Senior Laundry Worker                  |
| 2772 | Sewing Technician                      |
| 3375 | Animal Health Technician               |
| 7303 | Barber                                 |
| 7324 | Beautician                             |
| 7524 | Institution Utility Worker             |
|      |  |
| 2903 | Eligibility Worker                     |
| 2904 | Human Services Technician              |
| 2905 | Senior Eligibility Worker              |
| 2907 | Eligibility Worker Supervisor          |
| 2908 | Hospital Eligibility Worker            |
| 2909 | Hospital Eligibility Worker Supervisor |
| 2910 | Social Worker                          |
| 2912 | Senior Social Worker                   |
| 2913 | Program Specialist                     |
| 2914 | Social Work Supervisor                 |
| 2915 | Program Specialist Supervisor          |
| 2916 | Social Work Specialist                 |
| 2917 | Program Support Analyst                |
| 2940 | Protective Services Worker             |
| 2944 | Protective Services Supervisor         |
| 2946 | Eligibility Section Manager            |
| 2948 | Human Services Section Mgr             |
| 2994 | Homemaker                              |
| 9702 | Employment & Training Spec 1           |
| 9703 | Employment & Training Spec 2           |
| 9704 | Employment & Training Spec 3           |
| 9705 | Employment & Training Spec 4           |
| 9706 | Employment & Training Spec 5           |
| 9708 | Employment & Training Spec 6           |

|      |                               |
|------|-------------------------------|
| 1201 | Personnel Technician Trainee  |
| 1202 | Personnel Clerk               |
| 1204 | Senior Personnel Clerk        |
| 1209 | Benefits Technician           |
| 1210 | Benefits Analyst              |
| 1218 | Payroll Supervisor            |
| 1220 | Payroll Clerk                 |
| 1222 | Sr. Payroll & Personnel Clerk |

|      |                                   |
|------|-----------------------------------|
| 1224 | Pr Payroll & Personnel Clerk      |
| 1226 | Chief Payroll & Personnel Clerk   |
| 1227 | Testing Technician                |
| 1310 | Public Relations Assistant        |
| 1322 | Customer Service Agent Trainee    |
| 1324 | Customer Service Agent            |
| 1326 | Customer Service Agent Supervisor |
| 1402 | Junior Clerk                      |
| 1403 | Elections Clerk                   |
| 1404 | Clerk                             |
| 1406 | Senior Clerk                      |
| 1408 | Principal Clerk                   |
| 1410 | Chief Clerk                       |
| 1422 | Junior Clerk Typist               |
| 1424 | Clerk Typist                      |
| 1426 | Senior Clerk Typist               |
| 1430 | Transcriber Typist                |
| 1432 | Senior Transcriber Typist         |
| 1435 | Shelter Officer Supervisor        |
| 1436 | Braillist                         |
| 1437 | Shelter Office Asst Supv.         |
| 1440 | Medical Transcriber Typist        |
| 1441 | Sr. Medical Transcriber Typist    |
| 1444 | Secretary 1                       |
| 1446 | Secretary 2                       |
| 1450 | Executive Secretary 1             |
| 1458 | Legal Secretary 1                 |
| 1460 | Legal Secretary 2                 |
| 1464 | Medical Clerk Stenographer        |
| 1468 | Water Services Clerk              |
| 1470 | Services & Supply Asst Sprv.      |
| 1471 | Elections Worker                  |
| 1474 | Claims Process Clerk              |
| 1476 | Senior Claims Process Clerk       |
| 1478 | Senior Water Services Clerk       |
| 1480 | Principal Water Services Clerk    |
| 1498 | Supervising Clerk 2               |
| 1499 | Supervising Clerk 3               |
| 1602 | Calc Machine Operator             |
| 1630 | Account Clerk                     |
| 1632 | Senior Account Clerk              |
| 1634 | Principal Account Clerk           |
| 1635 | Health Care Billing Clerk 1       |
| 1636 | Health Care Billing Clerk 2       |

|      |                                 |
|------|---------------------------------|
| 1637 | Patient Accounts Clerk          |
| 1640 | Sr. Accounting Machine Operator |
| 1662 | Patient Accounts Asst Sprv.     |
| 1663 | Patient Accounts Supervisor     |
| 1664 | Patient Accounts Manager        |
| 1704 | Communications Dispatcher 1     |
| 1705 | Communications Dispatcher 2     |
| 1706 | Telephone Operator              |
| 1708 | Senior Telephone Operator       |
| 1710 | Chief Telephone Operator        |
| 1720 | Data Entry Operator             |
| 1721 | Senior Data Entry Operator      |
| 1727 | Sprv. Data Entry Operator       |
| 1750 | Microphoto/Imaging Technician   |
| 1752 | Sr. Microphoto/Imaging Tech.    |
| 1760 | Offset Machine Operator         |
| 1762 | Senior Offset Machine Operator  |
| 1764 | Mail & Reproduction Svc Sprv    |
| 1770 | Photographer                    |
| 1771 | Media Production Specialist     |
| 1774 | Head Photographer               |
| 1802 | Research Assistant              |
| 1812 | Assistant Retirement Analyst    |
| 1813 | Senior Benefits Analyst         |
| 1814 | Benefits Supervisor             |
| 1817 | Procedural Writer               |
| 1820 | Junior Administrative Analyst   |
| 1822 | Administrative Analyst          |
| 1840 | Junior Management Assistant     |
| 1842 | Management Assistant            |
| 1844 | Senior Management Assistant     |
| 1847 | Ex Aide to the Mayor's Office   |
| 1853 | Control Clerk, EDP              |
| 1855 | Senior Control Clerk, EDP       |
| 1920 | Inventory Clerk                 |
| 1922 | Senior Inventory Clerk          |
| 1924 | Materials/Supplies Supervisor   |
| 1926 | Sr. Materials & Supplies Sprv.  |
| 1929 | Parts Storekeeper               |
| 1930 | Warehouse Worker                |
| 1931 | Senior Parts Storekeeper        |
| 1932 | Assistant Storekeeper           |
| 1934 | Storekeeper                     |
| 1935 | Principal Parts Storekeeper     |



|      |                                     |
|------|-------------------------------------|
| 1936 | Senior Storekeeper                  |
| 1938 | Stores & Equip Asst Sprv.           |
| 1948 | Coding Sprv., Purchasing Dept       |
| 2105 | Patient Services Finance Tech       |
| 2106 | Med Staff Services Dept Spc.        |
| 2110 | Medical Records Clerk               |
| 2112 | Medical Records Technician          |
| 2114 | Medical Records Tech Sprv.          |
| 2314 | Public Health Team Leader           |
| 2392 | Sr. Cent Proc & Dist Tech           |
| 2450 | Pharmacist                          |
| 2454 | Clinical Pharmacist                 |
| 2467 | Diagnostic Imaging Tech I           |
| 2468 | Diagnostic Imaging Tech II          |
| 2469 | Diagnostic Imaging Tech III         |
| 2470 | Diagnostic Imaging Tech IV          |
| 2493 | Assoc Radiologic Technologist       |
| 2526 | Ambulance Driver                    |
| 2530 | Senior Medical Steward              |
| 2532 | Paramedic                           |
| 2533 | Emergency Med Services Agency Spec  |
| 2534 | Paramedic Supervisor                |
| 2536 | Respiratory Care Practitioner       |
| 2537 | Respiratory Care Practitioner 2     |
| 2552 | Dir of Act, Therapy & Vol. Services |
| 2565 | Acupuncturist                       |
| 2574 | Clinical Psychologist               |
| 2575 | Research Psychologist               |
| 2577 | Medical Examiner's Investigator I   |
| 2578 | Medical Examiner's Investigator II  |
| 2579 | Medical Examiner's Investigator III |
| 2585 | Health Worker 1                     |
| 2586 | Health Worker 2                     |
| 2587 | Health Worker 3                     |
| 2588 | Health Worker 4                     |
| 2608 | Supply Room Attendant               |
| 2618 | Food Service Supervisor             |
| 2619 | Senior Food Service Supervisor      |
| 2624 | Dietitian                           |
| 2626 | Chief Dietitian                     |
| 2656 | Chef                                |
| 2708 | Custodian                           |
| 2716 | Custodial Assistant Supervisor      |
| 2718 | Custodial Supervisor                |

|      |                                  |
|------|----------------------------------|
| 2719 | Janitorial Services Asst Sprv.   |
| 2720 | Janitorial Services Sprv.        |
| 2740 | Porter Supervisor 1              |
| 2780 | Laundry Worker Supervisor        |
| 2818 | Health Program Planner           |
| 2820 | Senior Health Program Planner    |
| 2920 | Medical Social Worker            |
| 2922 | Senior Medical Social Worker     |
| 2930 | Psychiatric Social Worker        |
| 2931 | Marriage, Family & Child Cnslr.  |
| 2932 | Sr. Psychiatric Social Worker    |
| 2933 | Conservatorship/Case Mgt Sprv.   |
| 2935 | Sr. Marriage, Fam & Cld Cnslr    |
| 2975 | Citizens Complaint Officer       |
| 2991 | Coord, Human Rights Comm.        |
| 2996 | Rep, Human Rights Comm.          |
| 2998 | Rep, Comm. Status of Women       |
| 3202 | Locker Room Attendant            |
| 3204 | Swimming Pool Cashier-Clerk      |
| 3210 | Swimming Instr/Pool Lifeguard    |
| 3214 | Senior Swimming Instructor       |
| 3232 | Marina Assistant Manager         |
| 3256 | Photography Instructor           |
| 3260 | Crafts Instructor                |
| 3264 | Camp Assistant                   |
| 3280 | Assistant Recreation Director    |
| 3284 | Recreation Director              |
| 3285 | Junior Museum Director           |
| 3287 | Asst Recreation Supervisor       |
| 3289 | Recreation Supervisor            |
| 3291 | Principal Recreation Sprv.       |
| 3292 | Asst Superintendent Rec.         |
| 3302 | Admission Attendant              |
| 3310 | Stable Attendant                 |
| 3322 | Assistant Head Animal Keeper     |
| 3371 | Animal Care Supervisor           |
| 3373 | Animal Control Supervisor        |
| 3376 | Animal Care Asst Supv.           |
| 3378 | Field Services Asst Supv.        |
| 3406 | Land Use Aide                    |
| 3450 | Agricultural Inspector           |
| 3480 | Farmers Market Manager           |
| 3502 | Museum Exhibit Packer & Repairer |
| 3518 | Assoc Museum Cnsvrt, AAM         |

|      |                                       |
|------|---------------------------------------|
| 3520 | Museum Preparator                     |
| 3522 | Senior Museum Preparator              |
| 3524 | Principal Museum Preparator           |
| 3525 | Chief Preparator                      |
| 3540 | Curatorial Aide                       |
| 3546 | Curator 4                             |
| 3549 | Arts Program Assistant                |
| 3550 | Exhibition Designer                   |
| 3554 | Associate Museum Registrar            |
| 3556 | Museum Registrar                      |
| 3558 | Senior Museum Registrar               |
| 3602 | Library Page                          |
| 3610 | Library Assistant                     |
| 3616 | Library Technical Assistant 1         |
| 3618 | Library Technical Assistant 2         |
| 3630 | Librarian 1                           |
| 3632 | Librarian 2                           |
| 3633 | Librarian 2 - Asian Arts              |
| 3634 | Librarian 3                           |
| 4119 | Performing Arts Center Aide           |
| 4202 | Assessment Clerk                      |
| 4203 | Senior Assessment Clerk               |
| 4306 | Collections Officer                   |
| 4308 | Senior Collections Officer            |
| 4320 | Cashier 1                             |
| 4321 | Cashier 2                             |
| 4322 | Cashier 3                             |
| 4331 | Security Analyst                      |
| 4334 | Investigator, Tax Collector           |
| 4335 | Sr Investigator, Tax Collector        |
| 4337 | Pr Investigator, Tax Collector        |
| 4340 | Asst. Director, Bur. of Delinquent Rv |
| 4366 | Collection Supervisor                 |
| 5264 | Airport Noise Abatement Spec          |
| 5267 | Asst Airport Noise Abatement Officer  |
| 5271 | Sr Airport Noise Abatement Spe        |
| 5285 | Airport Noise Abatement Office        |
| 5322 | Graphic Artist                        |
| 5406 | Spcl Asst for Program Coord.          |
| 5408 | Coord of Citizen Involvement          |
| 6108 | Environmental Health Tech 1           |
| 6110 | Environmental Health Tech 2           |
| 6218 | Weights & Measures/Agri Trainee       |
| 6220 | Inspector, Weights & Measures         |

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| 7108 | Heavy Equip Ops Asst Sprv.             |
| 7208 | Heavy Equipment Ops Sprv.              |
| 7211 | Cement Finisher Supervisor 2           |
| 7218 | Asbestos Abatement Worker 2            |
| 7219 | Maintenance Scheduler                  |
| 7227 | Cement Finisher Supervisor 1           |
| 7243 | Parking Meter Repairer Sprv 1          |
| 7259 | Water & Power Maint Sprv 1             |
| 7268 | Window Cleaner Supervisor              |
| 7270 | Watershed Keeper Supervisor            |
| 7282 | Street Repair Supervisor 2             |
| 7302 | Audio-Visual Equipment Tech            |
| 7362 | Communications Systems Tech            |
| 7368 | Senior Comm. Systems Tech              |
| 7384 | Typewriter Repairer                    |
| 7392 | Window Cleaner                         |
| 7416 | Book Repairer                          |
| 7418 | Senior Book Repairer                   |
| 7441 | Tools Room Mechanic/Custodian          |
| 7450 | Shade and Drapery Worker               |
| 7470 | Watershed Keeper                       |
| 7542 | Watershed Worker (Seasonal)            |
| 8104 | Victim & Witness Technician            |
| 8106 | Legal Process Clerk                    |
| 8108 | Senior Legal Process Clerk             |
| 8109 | Document Examiner Technician           |
| 8113 | Court Clerk                            |
| 8124 | Investigator Office Citizen Complaints |
| 8129 | Victim/Witness Investigator 1          |
| 8131 | Victim/Witness Investigator 2          |
| 8133 | Victim/Witness Investigator 3          |
| 8135 | Asst Chief Victim/Wit Investigator     |
| 8138 | Court Reporter                         |
| 8139 | Industrial Injury Investigator         |
| 8141 | Worker's Compensation Adjuster         |
| 8142 | Public Defender's Investigator         |
| 8143 | Sr. Public Defenders Investigator      |
| 8157 | Child Support Officer I                |
| 8158 | Child Support Officer II               |
| 8159 | Child Support Officer III              |
| 8165 | Worker's Comp Supervisor 1             |
| 8170 | Medical Claims Supervisor              |
| 8201 | School Crossing Guard                  |
| 8202 | Security Guard                         |

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| 8204 | Institutional Police Officer            |
| 8207 | Bldg & Grounds Patrol Officer           |
| 8208 | Park Patrol Officer                     |
| 8210 | Head Park Patrol Officer                |
| 8213 | Police Services Aide                    |
| 8214 | Parking Control Officer                 |
| 8216 | Senior Parking Control Officer          |
| 8217 | Community Police Service Aid Supervisor |
| 8226 | Museum Guard                            |
| 8228 | Museum Sec Supervisor                   |
| 8234 | Fire Alarm Dispatcher                   |
| 8236 | Chief Fire Alarm Dispatcher             |
| 8237 | Public Safety Communications Technician |
| 8238 | Public Safety Communications Dispatcher |
| 8239 | Public Safety Communications Supervisor |
| 8249 | Fingerprint Technician 1                |
| 8250 | Fingerprint Technician 2                |
| 8251 | Fingerprint Technician 3                |
| 8274 | Police Cadet                            |
| 8280 | Environmental Control Officer           |
| 8300 | Sheriff's Cadet                         |
| 8301 | Sheriff's Property Keeper               |
| 8316 | Assistant Counselor                     |
| 8318 | Counselor 2                             |
| 8320 | Counselor, Juvenile Hall                |
| 8321 | Counselor, Log Cabin Ranch              |
| 8420 | Rehabilitation Services Coord.          |
| 8452 | Criminal Justice Specialist 2           |
| 8482 | Crime Prevention Worker                 |
| 8484 | Sprv. Crime Prevention Worker           |
| 9202 | Airports Communications Disp.           |
| 9203 | Sr. Airport Communications Disp.        |
| 9204 | Airports Communications Sprv.           |
| 9209 | Community Police Services Aide          |
| 9212 | Airport Safety Officer                  |
| 9220 | Airport Operations Supervisor           |
| 9230 | Airport Custodial Services Sprv.        |
| 9250 | Airport Maintenance Supervisor          |
| 9355 | Wharfinger                              |
| 9356 | Wharfinger 2                            |
| 9380 | Admin Svc Officer, Port                 |
| 9385 | Gen Svc Ofc, Port of SF                 |
| 9722 | Specialist in Aging 2                   |
| 9724 | Specialist in Aging 3                   |

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| 9770 | Community Development Asst    |
| 9772 | Community Development Spec    |
| 9774 | Sr. Community Dev. Spec. 1    |
| 9775 | Sr. Community Dev. Spec. 2    |
| 9910 | Public Service Trainee        |
| 9912 | Public Service Aide-Technical |
| 9924 | PS Aide Health Services       |

**SEIU United Healthcare Workers West and Joint Employer Education Fund Trust Agreement**

## APPENDIX B

### SEIU United Healthcare Workers West and Joint Employer Education Fund TRUST AGREEMENT

THIS TRUST AGREEMENT is made effective December 1, 2004, by and between United Healthcare Workers West (hereinafter referred to as "Union") AND Kaiser Foundation Health Plan, Inc., a California nonprofit public benefit corporation, Kaiser Foundation Hospitals, a California nonprofit public benefit corporation, and The Permanente Medical Group, Inc., a California professional corporation, (collectively, "Kaiser Permanente"), AND Catholic Healthcare West, a California Nonprofit Corporation, (hereinafter referred to jointly in the singular, as the "Employer").

#### RECITALS:

1. The Employer is signatory to collective bargaining agreements with the Union, which provide that the employer shall pay contributions under the terms of various collective bargaining agreements to the SEIU United Health Care Workers West Education Fund (hereinafter "FUND") at rates specified from time to time in said agreements.
2. The parties have agreed that such contributions shall be payable to and be deposited in the Trust Fund created and established by this trust agreement.
3. The purpose of this Trust Agreement is to provide for the establishment of such Trust Fund and for the provision of any and all employee training and education benefits as may be allowed by Internal Revenue Code Section 501(c)(9), and in accordance with the terms of various collective bargaining agreements and subscriber agreements.

#### PROVISIONS:

In consideration of the foregoing, and of the mutual promises hereinafter provided, the parties agree as follows:

#### ARTICLE I. DEFINITIONS

Section 1. "Board of Trustees" means the Board of Trustees established by this Trust Agreement in Article III.



Section 2. "*Collective Bargaining Agreements*" includes any collective bargaining agreement between the Union, and any employer organization or individual employer which provides for the making of employer contributions to the Fund, and any extension or renewal of any of said agreements which provides for the making of employer contributions to the Fund.

Section 3. "*Code*" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements, or replaces such section or subsection.

Section 4. "*Employee*" means any employee of a contributing employer for whom the contributing employer makes contributions to the Fund.

Section 5. "*Individual Employer*" means any employer who is required by any of the collective bargaining agreements to make contributions to the Fund, or who does in fact make one or more contributions to the Fund.

Section 6. "*Subscriber Agreement*" means any written agreement between the Fund and an employer which provides for the making of employer contributions to the Fund.

Section 7. "*Training Plan*" or "*Plan*" mean the Training Plan established pursuant to this Trust Agreement, and any amendments to or modifications of the Plan pursuant to such Agreement.

Section 8. "*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended, and any valid regulation issued consistent with the Act.

Section 9. "*Signatory Association*" means any employer organization, other than the Employer, which signs this agreement on behalf of its members or executes on behalf of such members a written acceptance of any agreement to be bound by the terms of this Agreement.

Section 10. "*Trust Fund*" means the trust estate of the Trust Fund created by this Agreement.

Section 11. "*Trustee*" means the designated trustee acting at any time under this Trust Agreement.

## **ARTICLE II.** **TRUST FUND**

Section 1. There is hereby created the Trust Fund which shall consist of all contributions required by the collective bargaining agreements, memorandums of understanding, or subscriber agreements to be made for the establishment and maintenance of the Training Plan, and all interest, income and other returns thereon of any kind whatsoever.

Section 2. The Trust Fund shall have its principal office in the County of Alameda, State of California, or at such other place as the Board of Trustees may from time to time designate.

Section 3. Contributions to the Trust Fund shall not constitute or be deemed to be wages due to the employees with respect to whose work such payments are made and no employee shall be entitled to receive any part of the contributions made or required to be made into the Trust Fund in lieu of the benefits or any of them provided by the Trust Fund.

Section 4. Neither the Employer, any signatory association, any individual employer, the Union, any beneficiary of the FUND, nor any other person shall have any right, title, or interest in the Trust Fund other than as specifically provided in this agreement, and no part of the Trust Fund shall revert to the Union, the Employer, any signatory association, any individual employer, any beneficiary, or any Employee, except that employer contributions may be returned to an Individual Employer (a) if paid by a mistake of fact, within one year after payment thereof; (b) if the plan is a multiemployer plan within the meaning of ERISA Section 3(37), then if paid by a mistake of fact or law, within six months after the Trustees determine that the contribution was made by such a mistake; or (c) as may otherwise be permitted by ERISA. Neither the Trust Fund nor any contributions to the Trust Fund shall be in any manner liable for or subject to the debts, contracts, or liabilities of the Employer, any signatory association, any individual employer, the Union, any beneficiary, or any Employee. No part of the Trust Fund, nor any benefits payable in accordance with the Training Plan, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.

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Section 5. An Employer's liability to the Trust Fund or with respect to the Training Plan, shall be limited to the payments or contributions required by the collective bargaining agreements or memorandums of understanding, and in no event shall the Employer be liable or responsible for any portion of the contributions due from other Employers. The basis on which payments or contributions are made to the Trust Fund shall be specified in the collective bargaining agreements, memorandums of understanding, and in this Trust Agreement, and the Employers shall not be required to make any further payments or contributions to the cost of operation of the Trust Fund or of the Plan, except as may be provided in such Agreements.

Section 6. Neither the Employer, any signatory association, any individual employer, the Union, nor any Employee shall be liable or responsible for any debts, liabilities, benefit payments or other obligations of the Trust Fund or the Board of Trustees.

Section 7. Contributions to the Trust Fund shall be payable in the County of Alameda, State of California, promptly and in accordance with the applicable collective bargaining agreement. Each contribution shall be accompanied by a report in a form prescribed by the Board of Trustees which shall provide the due dates for any contributions to the Trust Fund.

Section 8. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance in effect of the Training Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust Fund and to the Training Plan which would result from the failure of an Employer to pay such contributions in full within the time provided in the

applicable collective bargaining agreement or, if applicable, any procedures and policies adopted by the Trustees. Therefore, the amount of damage to the Trust Fund and Training Plan resulting from any such failure shall be presumed to be the sum of \$20 per delinquency or 10% of the amount of the contribution or contributions due, whichever is greater, which amount shall become due and payable to the Trust Fund as liquidated damages and not as a penalty upon the day immediately following the date on which the contribution or contributions become delinquent. Said delinquent contribution or contributions shall be increased by the amount of said liquidated damages and such contributions, as thus increased, shall be the payments specified in this Trust Agreement and the Training Plan pursuant to ERISA as required to be made to the Fund.

### **ARTICLE III.** **BOARD OF TRUSTEES**

Section 1. The Trust Fund shall be administered by a Board of Trustees which shall consist of six (6) Trustees. The three initial Trustees representing the Employer shall be appointed in writing, one by Catholic Healthcare West and two by Kaiser Permanente. The three initial Trustees representing the employees shall be appointed by the Union by an instrument in writing signed by the Executive Officer of the Union. The Employer and the Union expressly designate the Trustees jointly as named fiduciaries, who shall have exclusive authority and discretion acting as the Board of Trustees as herein provided, to control and manage the operation and administration of the Trust Fund and the Training Plan. Each of the Trustees expressly accepts designation as a fiduciary and as Trustee by written acceptance and signature of this Trust Agreement and assumes the duties, responsibilities, and obligations of the Trustees as created and established by this Trust Agreement and under applicable law. Any Trustee named hereafter shall do likewise by signing the Trust Agreement or a written acceptance thereof, in a form approved by and filed with the Board of Trustees.

Section 2. The Board of Trustees shall select one of their number to act as Chairman of the Board of Trustees and one to act as Secretary, to serve for such period as the Board of Trustees shall determine. When the Chairman is selected from among the Employer Trustees, the Secretary shall be selected from among the Employee Trustees, and vice versa.

Section 3. Each Trustee shall serve until his death, resignation, or removal from office.

Section 4. A Trustee may resign at any time by serving written notice of such resignation upon the Secretary of the Board of Trustees, at least 30 days prior to the date on which such resignation is to be effective. The Secretary shall promptly notify in writing the Trustees, and the Employer and the Union of such resignation.

Section 5. Any Employer Trustee may be removed from office at any time, for any reason, by a writing signed by the employer who appointed the Trustee and served on the Secretary of the Board of Trustees. Any Employee Trustee may be removed from office at any time, for any reason, by an instrument in writing signed by the Executive Officer of the Union and served on the Secretary of the Board of Trustees. The Secretary shall promptly notify in writing the Trustees, including the Trustee being removed, and the Employer and the Union.

Section 6. If any Trustee dies, resigns, or is removed from office, a successor Trustee shall be appointed forthwith by an instrument in writing signed by the appropriate Executive Officer of the Union, or the Employer which appointed the prior Trustee, as the case may be.

**ARTICLE IV.**  
**FUNCTIONS AND POWERS OF BOARD OF TRUSTEES**

Section 1. The Board of Trustees acting jointly shall have the power to control and manage the assets, operations, and administration of the Fund and the Plan as a fiduciary and shall exercise such authority with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent Board acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that the Board may:

- (a) appoint an investment manager or managers (as defined in ERISA) to manage (including the power to acquire and dispose of) any assets of the Fund,
- (b) enter into an agreement allocating among Trustees such specific responsibilities, obligations, or duties as the Board shall determine, after receiving and considering the written reports and recommendations of the consultant-actuary, legal counsel and the qualified public accountant engaged by the Fund, may be properly so allocated,
- (c) designate, pursuant to the same procedure, persons other than named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under this Trust Agreement or the Plan,
- (d) employ one or more persons to render advice with regard to any responsibility the Board has under this Trust Agreement or Plan, or
- (e) do any one or more of the foregoing.

Any person or entity so appointed, designated, or employed shall act solely in the interests of the participants and beneficiaries of the Trust Fund and Plan.

Section 2. All contributions to the Plan or the Trust Fund shall be due and payable at the County of Alameda, State of California, and shall be paid to, received, and held subject to the trust established by this Trust Agreement and all the terms and provisions hereof. The acceptance and cashing of any checks for such contributions, and the disposition of the moneys covered thereby in accordance with this Trust Agreement, shall not release or discharge an employer from his or its obligations under the collective bargaining agreement or memorandum of understanding for hours worked under said agreements for which no contribution has actually been received, notwithstanding any statement, restriction, or qualification appearing on the check or any attachment thereto.

Section 3. The Board of Trustees shall have the power, in the name of the Trust Fund, in the name of its joint delinquency committee or jointly with other funds, or otherwise as in its discretion may be deemed necessary or desirable, to demand and enforce, by suit in court or otherwise, the prompt payment of contributions to the Trust Fund, including payments due to delinquencies as provided in Section 8 of Article II without being limited or restricted by any grievance or arbitration procedures provided in a Collective Bargaining Agreement, Memorandum of Understanding, and to assert and enforce all priorities, lien rights, and other claims or rights with respect to any contributions or payments belonging to the Trust Fund, this Trust or any of its beneficiaries, including the right to file priority and other claims in bankruptcy. If any Employer defaults in the making of such contributions or payments and if the Board consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of an employer who is in default, reasonable attorneys' fees, court costs, and all other reasonable expenses incurred in connection with such suit or claim, including any and all appellate proceedings therein.

Section 4. The Board of Trustees shall establish the Training Plan, which shall consist of (a) the benefits provided by the Training Plan and by the terms and conditions of contracts and agreements entered into pursuant to the provisions of this section and, in the alternative or in combination, (b) such written statement of benefits and rules and regulations as may be established by the Board pursuant to this section to govern the direct payment of benefits. The Board shall use the moneys available in the Trust Fund first to provide the benefits specified in the Plan. The Board shall have power to enter into contracts necessary to place into effect and maintain all or any part of the Plan, to terminate, modify, or renew any such contracts subject to the provisions of the Plan, and to exercise and claim all rights and benefits granted to the Board or the Trust Fund by any such contracts or policies. Any such contract may be executed in the name of the Trust Fund. If, after reviewing the matter, the Board deems it advisable to do so, the Board shall also have power (c) to provide for the direct payment out of the Trust Fund of all or any part of the benefits to be furnished under the Plan, and (d) to provide for contributions by Employees to the Trust Fund to defray all or any part of the cost of any such benefits, but only to the extent that such payment or contribution is permitted by any applicable laws and regulations and subject to the terms and conditions of any such law or regulation. In the event that the Board elects to provide for the direct payment of any benefit or benefits the detailed basis on which such payments are to be made shall be set forth in a written statement, which statement, and any amendment, or modification thereof, shall be signed on behalf of the Board by the Chairman and Secretary thereof, and when so signed shall be a part of this Agreement for all purposes of the Labor Management Relations Act, as amended, or of any other law or regulation. An accurate summary of such benefit or benefits, and the terms and conditions of the payment thereof, shall be printed and made available for each employee who is eligible for any such benefit or benefits.

Section 5. The Board of Trustees shall have power:

(a) To pay out of the Trust Fund the reasonable expenses incurred in the establishment of the Trust Fund and the Training Plan as may be allowed by law.

(b) To establish and accumulate such reserve funds as may be adequate to provide for administration expenses and other obligations of the Trust Fund, including the maintenance in effect of the Training Plan.

(c) To provide a procedure for establishing and carrying out the funding policy and method consistent with the objectives of the Training Plan and the requirements of ERISA in adopting a plan of benefits and in amending the plan.

(d) To employ such executive, consultant, corporate custodian or co-trustee, accounting, administrative, clerical, secretarial and legal personnel and other employees and assistants, as may be necessary, in connection with the administration of the Trust Fund and the Training Plan, and to pay or cause to be paid, out of the Trust Fund, the compensation and necessary expenses of such personnel and assistants and the cost of office space, furnishings and supplies and other essentials required in such administration. If the Board is unable to agree upon the employment of either a consultant or an attorney pursuant to this clause, the Employee and Employer Trustees may each select a consultant and/or an attorney, who shall be directed to act jointly with each other in connection with the administration of the Trust Fund, and the reasonable cost of such advice or services shall be paid from the Trust Fund.

(e) To incur and pay out of the Trust Fund any other expenses reasonably incidental to the administration of the Trust Fund or the Training Plan.

(f) To compromise, settle, or release claims or demands in favor of or against the Trust Fund on such terms and conditions as the Board may deem desirable, including the power to continue, maintain, and from time to time modify or revoke, in whole or in part, a policy and procedure for the waiver of all or any part of the liquidated damages portion of any contribution or contributions upon such terms and conditions as the Board determines would be in the interests of the Trust Fund and its participants and beneficiaries; provided, however, that this clause shall not excuse any violation of any of the collective bargaining agreements or memorandums of understanding.

(g) If no investment manager is designated and appointed by the Board, to invest and reinvest or cause to be invested and reinvested the assets of the Trust Fund, in accordance with all applicable laws. Investments may be made with a bank or other fiduciary to the fullest extent permitted by law. No indicia of ownership shall be maintained outside the jurisdiction of the district courts of the United States, except to the extent permitted by law.

(h) To purchase, exchange, lease, mortgage or otherwise hypothecate, or otherwise acquire, or cause to be purchased, exchanged, leased, mortgaged or otherwise hypothecated, or otherwise acquired, any property, real, personal or mixed, on such terms as it may deem proper, and to execute and deliver or cause to be executed and delivered, any and all instruments in connection therewith.

(i) To sell, exchange, lease, convey, or otherwise dispose of or to cause to be sold, exchanged, leased, conveyed, or otherwise disposed of, any property of any kind forming a part of the Trust Fund upon such terms as it may deem proper, and to execute and deliver or cause to

be executed and delivered, any and all instruments of conveyance or transfer in connection therewith.

(j) To borrow money, and to encumber or hypothecate real or personal property by mortgage, deed of trust (with power of sale), contract of sale, security Agreement, pledge or otherwise; to borrow money on the credit of the trust estate; and to purchase real or personal property subject to, and assume the obligation secured by, mortgage, deed of trust (with power of sale), contract of sale, security Agreement, pledge or otherwise.

(k) To construe the provisions of this Trust Agreement and the Plan and any such construction adopted by the Board of Trustees in good faith which shall be binding upon any and all parties or persons affected thereby.

(l) To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust Fund or the Plan.

(m) To maintain or cause to be maintained, on a current basis, all actuarial data, records and information in connection with the administration of the Plan and to cause the books and records to be checked and evaluated annually, or more often if the Board so determines, by the Trust Fund consultant-actuary or consultant-actuaries as the case may be, whose reports shall be available for inspection by interested persons at reasonable times and upon proper notice, at such place or places as may be designated by the Board; and the Board shall have the right to rely upon all such reports and records.

(n) To prepare or cause to be prepared such reports, descriptions, summaries and other information as are or may be required by law or as the Board in its discretion deems necessary or advisable, and to file and furnish such reports, descriptions, summaries and information to participants and their beneficiaries, Unions, the Employers, the Trustees, or other persons or entities, including government agencies, as required by law.

(o) To maintain or cause to be maintained such bank account or bank accounts as may be necessary or advisable in the administration of the Trust Fund or the Plan, and to designate the person or persons authorized to sign checks and withdrawal orders on any such accounts.

(p) With or without any of the contracts or policies mentioned in Section 4 of this Article, to pay or cause to be paid all or any part of the benefits provided in the Plan to the persons entitled thereto under the Plan, and in accordance with the terms and provisions of the Plan, which shall be the basis on which payments are made from the Plan.

(q) To adopt and prescribe reasonable rules and procedures, which shall not be inconsistent with the provisions of this Trust Agreement or of the Plan, governing the reporting of contributions, the entitlement to benefits, the method of applying for benefits, and any and all other matters in connection with the Fund and the Plan.

(r) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan.

Section 6. The Board of Trustees shall engage an independent qualified public accountant on behalf of all Plan participants as required by ERISA.

Section 7. The Board of Trustees shall provide at the expense of the Trust Fund, when and to the extent permissible by applicable law, insurance and bonding protection for the Trust Fund and for each Trustee, former Trustee or estate of a deceased Trustee or former Trustee, and all other persons who handle funds or other property of the Fund for any purpose whatsoever. The protection shall be from such companies as the Board shall determine.

Section 8. All checks, drafts, vouchers, or other withdrawals of money from the Trust Fund shall be authorized in writing or countersigned by at least one Employer Trustee and one Employee Trustee.

Section 9. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Fund and the Training Plan. The Board may require the Employer, any signatory association, any individual employer, the Union, any employee or any other beneficiary under the Training Plan to submit to it any information, data, report, or documents reasonably relevant to and suitable for the purposes of such administration; provided, however, that the Union shall not be required to submit lists of membership. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, report, or documents. Upon request in writing from the Board, any individual employer will permit a Trust Fund Auditor to enter upon the premises of such individual employer during business hours, at a reasonable time or times, not less than two (2) working days after such request, and to examine and copy such books, records, papers, or reports of such individual employer as may be necessary to determine whether the individual employer is making full and prompt payment of all sums required to be paid by him or it to the Fund.

Section 10. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Trust Fund, shall be audited at least once each year by an independent qualified public accountant engaged by the Board of Trustees on behalf of all Plan participants who shall conduct such an examination of any financial statements of the Trust Fund and Plan, and of the books and records of the Trust Fund and Plan, as may be required by ERISA. The Board of Trustees shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Trust Fund and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to the Employers, the Union, and each Trustee within five days after the statement is prepared.

Section 11. The Board of Trustees may coordinate its activities in the administration of the Trust Fund and the Training Plan with the administrative activities of the boards of trustees of other trust funds and Training plans to such extent as may be necessary or desirable to minimize administrative costs, eliminate unnecessary bookkeeping and other expenses for the employers and avoid or eliminate duplicating employer contributions or insurance coverage with relation to the same Employee. The Board may agree to exercise and exercise any of its



functions and powers jointly with any one or more of the board of trustees of such other trust funds, and it may agree to join with and join with any one or more of said boards in establishing a joint office or joint administrative personnel.

## **ARTICLE V. PROCEDURE OF BOARD OF TRUSTEES**

Section 1. The Board of Trustees shall determine the time and place of its regular periodic meetings. The Chairman, or any two (2) members of the Board of Trustees, may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time and place of such meeting at least ten five-days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by electronic mail addressed to the Trustee at his address as shown in the records of the Board of Trustees. Any meeting at which all Trustees are present, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the giving of any notice.

Section 2. The Board shall appoint a secretary who shall keep minutes of records of all meetings, proceedings, and acts of the Board. Such minutes need not be verbatim.

Section 3 The Board shall not take any action or make any decision on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement, except upon the vote of a majority of all of the Trustees at a meeting of the Board duly and regularly called or except by the signed concurrence of all Trustees without a meeting, as provided in Section 5 of this Article. In the event of the absence of any Employer Trustee from a meeting of the Board, the Employer Trustees present at such meeting may vote on behalf of such absent Trustee and if such Employer Trustees cannot all agree as to how the vote of such absent Employer Trustee shall be cast, then it shall be cast as the majority of them shall determine or, in the absence of such majority determination, it shall be cast as the Employer Trustee Chairman or Secretary of the Board shall determine. In the event of the absence of any Employee Trustee from a meeting of the Board, the Employee Trustees present at such meeting may vote on behalf of such absent Trustee pursuant to the same method and in the same manner as above provided for Employer Trustees to cast the vote of any absent Employer Trustee. Any Trustee not present at a meeting may give a proxy to any other Trustee who is physically present. Such proxy shall be in writing, and shall state whether the person holding the proxy may vote upon any matter presented for consideration, or only upon a specified matter or matters.

Section 4. Meetings of the Board of Trustees shall be held at the principal office of the Trust Fund, unless another place is designated from time to time by the Board of Trustees, and all business may be conducted upon the attendance of one Employer Trustee and One Union Trustee, which shall constitute a quorum for all purposes. Section 5. Upon any matter which may properly come before the Board of Trustees, the Board of Trustees may act by unanimous written consent, or by electronically facilitated telephone conference with a secretary present and taking minutes, or by videoconferencing or other electronic means, and otherwise in accordance with the provisions of the Trust Agreement.

**ARTICLE VI.**  
**GENERAL PROVISIONS APPLICABLE TO TRUSTEES**

Section 1. The provisions of this Article are subject to and qualified by the provisions of ERISA to the extent that such provisions are constitutionally applicable. In order to induce experienced, competent, and qualified persons and entities to serve as fiduciaries, to deal with the Trust Fund and the Board of Trustees and to participate in other ways in the administration and operation of the Trust Fund and Plan and thus to further the interests of the participants and beneficiaries of the Plan, it is the intent and purpose of the parties to provide herein for the maximum permissible protection and indemnification of such persons or entities from and against personal liability, loss, cost, or expense as a result of such service, dealing, or participation, and the provisions of this Article shall be liberally construed and applied to accomplish this objective.

Section 2. No party who has verified that he or it is dealing with the duly appointed Trustees, or any of them, shall be obligated to see to the application of any moneys or property of the Trust Fund, or to see that terms of this Trust Agreement have been complied with, or to inquire as to the necessity or expedience of any act of the trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and (c) the Board was duly authorized to execute the instrument or direct its execution.

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Section 3. The duties, responsibilities, liabilities, and disabilities of any Trustee under this Agreement shall be determined solely by the express provisions of the Agreement and no further duties, responsibilities, liabilities, or disabilities shall be implied or imposed.

Section 4. The Trustees shall incur no liability, either collectively or individually, in acting upon any papers, documents, data, or information believed by them to be genuine and accurate and to have been made, executed, delivered, or assembled by the proper parties. The Trustees may delegate any of their ministerial powers or duties to any of their agents or employees. No Trustee shall incur any liability for simple negligence, oversight, or carelessness in connection with the performance of his duties as such Trustee. No Trustee shall be liable for the act or omission of any other Trustee. The Trust Fund shall exonerate, reimburse, and hold harmless the trustees, individually and collectively, against any and all liabilities and reasonable expenses arising out of their trusteeship, except (as to the individual Trustee or Trustees directly involved) for expenses or liabilities arising out of willful misconduct or gross negligence. No expense shall be deemed reasonable under this section unless and until approved by the Board of Trustees.

Section 5. (a) Except as otherwise provided in Sub-Section (b) of this Section, upon request of a Trustee or former Trustee, or the legal representative of a deceased Trustee or former Trustee, the Board of Trustees shall, to the fullest extent permitted by law, provide for the defense of any civil action or proceeding brought against the Trustee, former Trustee, or estate of a deceased Trustee or former Trustee, in his or her capacity as such Trustee or former Trustee or

in his or her individual capacity or in both, on account of any act or omission in the scope of his or her service or duties as a Trustee of the Fund. For the purposes of this Section, a cross-action, counterclaim, cross-complaint, or administrative or arbitration proceeding against a Trustee or former Trustee or estate shall be deemed to be a civil action or proceeding brought against him or her or it.

(b) The Board of Trustees may refuse to provide for the defense of a civil action or proceeding brought against a Trustee or former Trustee or estate if the Board determines that such defense is not otherwise permissible under ERISA, or that:

(1) The act or omission was not within the scope of his or her service as a Trustee of the Fund; or

(2) The Trustee acted or failed to act in breach of his or her fiduciary duty because of willful misconduct or gross negligence; or

(3) The Trustee fails to provide an adequate undertaking to repay any legal or other fees advanced on their behalf in the event it is ultimately determined that they breached their fiduciary duties; or

(c) The Board of Trustees may provide for the defense of a criminal action brought against a Trustee or former Trustee if:

(1) The criminal action or proceeding is brought on account of an act or omission in the scope of his or her services or duties as a Trustee or Former Trustee; and

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(2) The Board determines that such defense would be in the best interests of the Fund and its participants and beneficiaries and that the Trustee or former Trustee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Fund and its participants and beneficiaries.

(d) The Board may provide for a defense pursuant to this section by Trust Fund counsel or by employing other counsel for such purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this Section are proper charges against the Trust Fund. The Trust Fund shall have no right to recover such expenses from the Trustee, former Trustee, or estate, except to the extent (i) required by ERISA where it is ultimately determined that the Trustee has breached their fiduciary duty, or (ii) as may otherwise be provided in any agreement with or undertaking given by such Trustee. .

(e) If after request, the Board fails or refuses to provide a Trustee, former Trustee, or estate with a defense against a civil action or proceeding brought against him or her or it and the Trustee or former Trustee or legal representative retains his or her own counsel to defend the action or proceeding, he or she shall be entitled to recover from the Trust Fund such reasonable attorneys fees, costs, and expenses as are necessarily incurred by him or her in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of his or her service or duties as a Trustee of the Trust Fund, unless the Board establishes that the

Trustee or former Trustee acted or failed to act in breach of his or her fiduciary duty because of willful misconduct or gross negligence.

Section 6. Neither the Employers, the Union, nor any of the Trustees shall be responsible or liable for:

- (a) The validity of this Trust Agreement or the Training Plan.
- (b) The form, validity, sufficiency, or effect of any contract or policy for training benefits which may be entered into.
- (c) Any delay occasioned by any restriction or provision in this Trust Agreement, the Training Plan, the rules and procedures of the Board of Trustees issued hereunder, any contract or policy procured in the course of the administration of the Trust Fund, or by any other proper procedure in such administration; provided, however, that this clause shall not excuse any violation of any of the collective bargaining agreements or memorandums of understanding.
- (d) The making or retention of any deposit or investment of the Trust Fund or any portion thereof, or the disposition of any such investment, or the failure to make any investment of the Trust Fund, or any portion thereof, or any loss or diminution of the Trust Fund, except as to the particular person involved, such loss as may be due to the gross neglect or willful misconduct of such person.

Section 7. Neither an employer, any signatory association, any individual employee or the Union shall be liable in any respect for any of the obligations or acts of the Trustees because such Trustees are in any way associated with such employer or Union.

Section 8. Subject to and within the limitations provided in ERISA, The Board of Trustees may provide for the reimbursement to the Trustees for expenses incurred in the performance of their duties as Trustees, including attendance at educational or training conferences, institutes or other meetings relevant to such duties as authorized by the Board, and for a reasonable payment to the Trustees for attendance at meetings or other services rendered to the Trust Fund at the request or direction of the Board.

Section 9. Any trustee who resigns or is removed from office shall forthwith turn over to the Chairman or Secretary of the Board of Trustees at the principal office of the Trust Fund any and all records, books, documents, moneys, and other property in his or her possession or under his or her control which belong to the Trust Fund or which were received by him or her in his or her capacity as such Trustee.

Section 10. The name of the Trust Fund may be used to designate the Trustees collectively and all instruments may be effected by the Board of Trustees in such name.

## **ARTICLE VII** **ARBITRATION**

Section 1. In the event that the trustees deadlock in a vote on any matter arising in connection with the administration of the Trust Fund or the Training Plan, they shall agree upon a neutral person to serve as an impartial umpire to decide the dispute. The Trustees may, by mutual agreement, select two representatives from the trustee group to sit with the umpire to constitute a Board of Arbitration. If such is done, the decision of a majority of this Board shall be final and binding upon the Trustees and the parties and beneficiaries of this agreement and of the Training Plan. Otherwise, the decision of the impartial umpire shall be final and binding upon the trustees, the parties, and the beneficiaries of the agreement and the Training Plan. Any matter in dispute and to be arbitrated shall be submitted to the Board of Arbitration or the impartial umpire, as the case may be, in writing, and in making its or his or her decision, the Board or umpire shall be bound by the provisions of this agreement, the Training Plan, the collective bargaining agreements and memorandums of understanding and shall have no authority to alter, amend, add to or take away from the terms of any of those documents. If the Trustees cannot jointly agree upon a statement submitting said matter to arbitration, each Trustee shall prepare and state in writing its version of the dispute and the question or questions involved. The decision of the Board of Arbitration or the impartial umpire, as the case may be, shall be rendered in writing as soon as reasonably possible following submission of the dispute and any hearing with the taking of testimony from witnesses.

Section 2. If no agreement on an impartial umpire is reached within ten (10) days, or within such further time as the Trustees may allow for such purpose by mutual agreement, such umpire shall, on petition of any of the Trustees, be appointed by the United States District Court for the Northern District of California.

Section 3. The reasonable expenses of any such arbitration, including the compensation to the umpire and any necessary court proceedings to secure the appointment of such umpire or the enforcement of the arbitration award shall be a proper charge against the Trust Fund.

Section 4. No matter in connection with the interpretation or enforcement of any collective bargaining agreement or memorandum of understanding shall be subject to arbitration under this Article. No matter which is subject to arbitration under this Article shall be subject to the grievance procedure or any other arbitration procedure provided in any of the collective bargaining agreements or memorandums of understanding.

## **ARTICLE VIII.** **GENERAL PROVISIONS**

Section 1. Subject to the provisions of the collective bargaining agreements, memorandums of understanding, the rights and duties of all parties, including the Employer, the Union, the Employees and the Trustees, shall be governed by the provisions of this Trust Agreement and the Training Plan and any contracts executed pursuant to this Trust Agreement.

Section 2. No employee or other beneficiary or person shall have any right or claim to benefits under the Plan other than as specified in the Plan. Any and every claim to benefits from the Trust Fund, and any claim or right asserted under the Plan or against the Trust Fund, regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred, shall be resolved by the Board of Trustees under and pursuant to the Plan and its decision with regard to the claim or right shall be final and binding upon all persons affected by the decision. The Board of Trustees shall establish a procedure for the presentation, consideration and determination of any such claim or right, which procedure shall comply with ERISA. No action may be brought for benefits under the Plan or to enforce any right or claim under the Plan or against the Trust Fund until after the claim for benefits or other claim has been submitted to and determined by the Board in accordance with the procedure thus established and thereafter the only action which may be brought is one to enforce the decision of the Board or to clarify the rights of the claimant under such decision. Neither the Employer, the Union, nor any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Plan.

Section 3. Any notice required to be given under the terms of this Trust Agreement, the Training Plan, or the rules and regulations of the Board of Trustees shall be deemed to have been duly served if delivered personally to the person to be notified, or if mailed in a sealed envelope, postage prepaid, or such person at his or her last known address as shown in the records of the Trust Fund, or if sent by wire or other means of written communication to such person at said last known address.

Section 4. This Trust Agreement shall be binding upon and inure to the benefit of all ~~Employer and the heirs, executors, administrators, successors, purchasers, and assigns of the~~ Employer, and the employees and beneficiaries, the Union and the Trustees.

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Section 5. Except to the extent preempted by ERISA, all questions pertaining to this Trust Agreement, the Trust Fund or the Training Plan, and their validity, administration and construction, shall be determined in accordance with the law of the State of California and any pertinent laws of the United States.

Section 6. If any provision of this Trust Agreement, the Training Plan, the rules and procedures made pursuant thereto, or any step in the administration of the Trust Fund or the Training Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement or Plan or the rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purpose of the Trust Agreement and the Plan. In the event of any such holding, the parties will immediately commence negotiations to remedy any such defect.

Section 7. Except to the extent necessary for the proper administration of the Trust Fund or the Training Plan, and as may be required by law, all books, records, reports, documents, or other information obtained with respect to the Trust Fund or the Plan shall be confidential and shall not be made public or used for any other purpose.

Section 8. Any payment required by a decision of the Board shall be due and payable in the County of Alameda, State of California, and any action or proceeding to enforce or clarify

such decision shall be brought in a court of competent jurisdiction in that County. Any action or proceeding affecting the Trust Fund, the Plan or the Trust hereby established shall be brought solely against the Fund as an entity, and solely by or on behalf of the claimant in the claims procedure established pursuant to Section 2 of this Article, and neither the Employer nor the Union, any employee, any beneficiary or other person shall be entitled to notice of any such action or proceeding or to service of process therein. Any final judgment entered in any such action or proceeding shall be binding upon all of the above mentioned parties so long as such judgment does not attempt or purport to impose any personal liability upon or against any party not joined or not served in any such action or proceeding.

Section 9. The section headings and numbers are included only for convenience of reference and are not to be taken as limiting or extending the meaning of any of the terms and provisions of this Plan and Trust Agreement. A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

#### **ARTICLE IX.** **AMENDMENT AND TERMINATION**

Section 1. The provisions of this Trust Agreement may be amended, altered, or modified at any time, and from time to time, by the Board of Trustees, including any amendments necessary to obtain and maintain the tax-exempt status of the Trust Fund and the deductibility of the Employer contributions. All such amendments shall be in writing, and notice and a copy of ~~the amendment shall be furnished to the Union and the Employers; provided, however, that no~~ amendment shall be adopted which:

- (a) Alters the basic principles of this Trust or the Plan;
- (b) Conflicts with the terms of any collective bargaining agreement, memorandum of understanding and/or any applicable law or governmental regulation;
- (c) Causes the use or diversion of any part of the Trust Fund for purposes other than those authorized herein;
- (d) Retroactively deprives anyone of a vested right or benefit; or
- (e) Increases the costs, contributions or obligations of any Employer;

Section 2. The provisions of this Trust Agreement shall continue in effect during the term of the collective bargaining agreements, memorandums of understanding, and any renewals or extensions thereof with respect to such collective bargaining agreements and memorandums of understanding, as provided for the continuation of payments into the Trust Fund and of the Training Plan.

Section 3. This Trust Agreement may be terminated by the Board of Trustees with the consent of the Union and the Employer by an instrument in writing executed by mutual consent at any time.

Section 4. In no event shall the trust established by this agreement continue for a longer period than is permitted by law.

Section 5. Upon the termination of the trust herein provided, any and all moneys remaining in the Trust Fund after the payment of all expenses shall be used for the continuance of one or more benefits of the type provided by the Training Plan, until such moneys have been exhausted.

**Employer:**

By: Ernest H. Vigehant  
Date:

**Union:**

By: Al Rener  
Date: 12-20-04

**Kaiser Permanente Trustee:**

Donna Wilson  
Date:

**Union Trustee:**

Samuel K. Hume  
Date: 12/20/04

**Kaiser Permanente Trustee:**

[Signature]  
Date: 12/20/04

**Union Trustee:**

[Signature]  
Date: 12-20-04

**Catholic Healthcare West Trustee:**

Ernest H. Vigehant  
Date:

**Union Trustee:**

Rudolph R. Cornejo  
Date: 12/20/04



# **SEIU United Healthcare Workers – West and Joint Employer Education Fund**

## **Plan Description**

**Adopted by the Board of Trustees on July 8, 2005**

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**SEIU United Healthcare Workers West and Joint Employer  
Education Fund**

**Preface**

The SEIU United Healthcare Workers West and Joint Employer Education Fund (“Fund”) is a multi-employer employee benefit trust fund administered by a Board of Trustees (“Trustees”) made up of equal numbers of Union and Employer trustees. The following constitutes the Plan Document (“the Plan”) adopted by the Trustees pursuant to Article IV, Section 4 of the Trust Agreement (“Trust”). The Plan is intended to provide a program of educational benefits to eligible employees in the healthcare industry pursuant to collective bargaining agreements entered into between SEIU United Healthcare Workers West (“the Union”) and contributing employers. The Plan provides for a variety of educational and training programs in a variety of formats and settings.

The Trustees reserve the right in their sole discretion to change or discontinue benefits and/or programs at any time. Employees should consult the Fund for a current statement of benefits and eligibility.

## Letter from Trustees

Dear SEIU United Healthcare Workers - West Member:

SEIU United Healthcare Workers - West and many health care industry Employers have agreed, through the collective bargaining process, to form the SEIU United Healthcare Workers – West and Joint Employer Education Fund. The Fund was created to give healthcare workers opportunities for career advancement and employment security, and to maintain an excellent standard of quality care for participating Employers.

The Education Fund will provide a range of educational and training benefits for eligible members. Educational benefits offered through the Fund are in addition to any which may be offered by your Employer.

This Plan document is designed to give you information you need about the programs the Fund offers and about your rights and responsibilities under the Plan. As new programs and educational opportunities are developed, that information will be made available.

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It is important that you read the Plan document so that you know:

- How to use the services the Fund has to offer;
- The programs for which you are eligible to enroll; and
- What policies and procedures need to be followed so that you can successfully complete your selected program.

If you have any questions or concerns about any of your benefits or coverage under this plan, call the Education Fund Administrator at the Fund Office.

As a member of UHW and an employee of a contributing Employer, you have a unique opportunity to receive the education and training you need to advance your career and provide the highest quality of healthcare possible.

## Article I: Purpose and Eligibility

With the support of your Union and your Employer, the Education Fund will offer eligible employees a variety of education, training and counseling programs and services. All programs are designed to meet the needs of the membership and to create opportunities for career advancement. By enrolling in Fund sponsored programs you can create a path to achieve your goals and advance your career in health care.

### Section 1: General Eligibility Requirements

To be eligible for participation in Education Fund programs you must first meet the following general requirements at the time of application, except where specifically noted. You must:

1. Work in a bargaining unit position for which an Employer has agreed to make contributions to the Fund.
  2. Be a regular benefited full-time or part-time employee of that Employer. From time to time, certain benefits may be available for per diem and on-call employees.
  3. Have completed your probationary period.
  4. Have worked for a Fund Employer for the period required by the Trustees for the specific program for which you are applying.
  5. Meet the other eligibility requirements as set forth in this document, and the specific requirements for each program.
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### Section 2: Eligibility Requirements and Application Procedures

#### A. Eligibility

1. Employment Requirements: Eligibility to apply for participation in any of the programs of the fund is limited to employees who have worked for an employer the period of service established by the Trustees for the particular program (as set forth in the eligibility requirements for each program) and who, at the time of training, are employed in a bargaining unit for which the Employer is making contributions. Employees may also receive benefits in the event that their employer offers approved educational leave for participation in a Fund program. Regular full-time and part-time Employees of an Employer who are laid off from job classifications covered by Collective Bargaining agreements may be eligible for certain benefits for a period of time to be determined by the Trustees.

2. Academic Requirements: Eligibility to participate (either to receive training or tuition reimbursement) in a particular program or course is limited to Employees who meet the minimum academic and other requirements of the program or course involved, and who meet the academic and other requirements of the Education Fund, for that program.
3. Effect of Layoff on Eligibility: Employees must remain in employment covered by a Collective Bargaining Agreement, and be otherwise eligible to participate in that program or course, for the duration of the program or course in which they have enrolled. It shall be within the discretion of the Executive Director to consider exceptions to this requirement. Employees who are laid off while participating in a program may complete the current semester, or short term program, if approved by the Executive Director. In addition, where the Executive Director has expressly provided, Employees who have been laid off may be eligible for certain benefits, for a period of time to be determined by the Trustees..
4. Effect of Employer Delinquency: Employees of a delinquent Employer (one who is in arrears in contributions due to the Fund for more than four (4) months) are ineligible for entry into Fund programs until the employer makes full payment of all amounts due to the Fund, unless the Trustees determine otherwise. Employees of such ineligible delinquent Employers may complete the current semester or in the case of a short term program may complete that program, but will be ineligible for additional training benefits until the Employer pays all outstanding arrears and becomes current in its contributions.
5. Advance Approval Requirement: The Fund is not obligated to provide benefits or assume responsibility for program applicants who enroll in a course or school without receiving formal approval from the Fund in advance of enrollment.
6. Compliance with Application and other Procedures: All Employees must comply with the application procedures and requirements and any other requirements established by the Director in order to be eligible for participation or continued participation in any of the programs of the Fund.
7. Selection: Where the number of eligible employees who have applied for a program or course and who meet the criteria for that program exceeds the

number of available training slots, selection shall be made by a committee appointed by the Trustees. The Committee will base their selection on criteria determined by the Trustees.

8. Failure to Complete Program: Except where explicitly excused by the Director, an employee who fails to complete a Fund Program will be deemed ineligible to enroll in future programs for a period of one year.
9. Eligibility for Grant-funded Programs: The Fund develops and seeks grant funding on an ongoing basis. For an employee to be eligible to participate in these grant-funded programs, the employee must be employed by an institution that is a participant in the grant and must meet the specific criteria required by the grant.

B. Application Procedures

1. Completion of Forms, Deadlines: All requirements for consideration of an Employee for training, including a completed application form provided by the Fund accompanied by all necessary supporting documentation must be completed and submitted to the Fund in accordance with established deadlines before an applicant will be considered for participation in a course or program.
2. The Trustees may require that, during the application process, an applicant meet these additional requirements:
  - a. Interview with career/academic counselor;
  - b. Verified copies transcripts and records;
  - c. Verified copies of licenses and certificates;
  - d. Satisfactory completion of assessments and standardized achievement tests;
  - e. Satisfactory completion of preparatory training;
  - f. Satisfactory completion of necessary remediation;
  - g. Formal acceptance by the institution giving the program or course for which the application is being made;
  - h. Proof of application to available non-Fund provided scholarships, tuition assistance and financial aid;
  - i. Participation in individual or group counseling, study groups or tutoring, if required by staff; and,
  - j. Any other requirement deemed necessary by the Executive Director.

## Article II: Programs & Services

### Section 1: Admissions & Counseling

*Assessment and Career Counseling* – Admissions and counseling services are designed to help you select education and career goals that best match your skills, needs and personal circumstances as well as give you a realistic assessment of the job market. Through assessment and counseling sessions, advisors guide you into an appropriate program, and help you find ways to overcome obstacles that might prevent you from achieving your goals. The counselors advise employees as to the programs and benefits offered by the Fund, benefits offered by individual contributing employers, as well as benefits which may be available in the community.

#### *Skills Assessment*

Your counselor may ask you to take one or more skills assessment before you are placed in a program. These test measure your ability in such areas as of reading, writing, math, critical thinking and specific job skills. These assessments will help the counselor determine what the next steps should be toward your academic and career goals.

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#### *On-going Counseling*

A counselor will be assigned to work with you throughout your participation in the Fund program. The counselor will monitor your progress, discuss obstacles which may be hindering your success and refer you to Fund or community resources.

#### *Short-Term Upgrade programs*

On an as-needed basis the Fund will provide short-term upgrade training into positions for which there is a need. These programs are often provided by a local community college using Fund customized curriculum. These programs are provided in specific geographic areas, depending on need.

#### *Career Preparation Courses*

The Fund will offer basic courses that assist employees in getting started in health care careers.

*Job-to-Job Training*

On an as-needed basis, the Fund may establish programs targeted to employees whose jobs are at risk of displacement. These programs may provide reskilling in the current program or training into an existing or newly created position.

*Nurse Education*

The Fund provides a limited number of stipends for employees enrolled in educational programs to become licensed nurses. The stipends allow participants to reduce work hours so that they may have more time for study and class attendance.

*Professional and Technical Education*

The Fund provides a limited number of stipends for employees enrolled in educational programs leading to high demand professional and technical careers. The stipends allow participants to reduce work hours so that they may have more time for study and class attendance.

The Fund may offer other programs at the discretion of the Trustees.

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**Article III: Procedures, Rights and Disclosures**

Section 1: Denial/Loss of Benefits: Class Attendance and Student Performance

The Executive Director may deny benefits or may discontinue benefits to an individual otherwise eligible selected for training if that individual fails to satisfactorily participate in a course or program.

An individual selected into a Fund program must:

- A. Demonstrate the necessary commitment needed to progress satisfactorily in their course of study.
- B. Regularly attend class
- C. Comply with the educational policies and other standards applicable to students of the school or program in which they are enrolled and promptly notify the Fund in writing of any circumstances, such as illness or personal problems, which may result in a prolonged absence from a program.
- D. Demonstrate satisfactory progress in programs through examinations or other appropriate means. The Fund reserves the right to discontinue benefits if the participant demonstrates lack of satisfactory progress or discipline, excessive absenteeism, unsatisfactory performance, fails to



complete a particular course of study in a reasonable amount of time, or fails to apply for available scholarships, other tuition assistance, and financial aid.

The Fund reserves the right to discontinue benefits if the participant demonstrates lack of satisfactory progress or discipline, excessive absenteeism, unsatisfactory performance, fails to complete a particular course of study in a reasonable amount of time, or fails to apply for available scholarships, other tuition assistance, and financial aid.

An individual who is denied benefits or who loses benefits as a result of A – D above may not reapply to the Fund’s program for a period of time in the discretion of the Trustees.

## Section 2: Claim and Review Procedures

### **Review and Appeals**

Fund programs have definite starting dates throughout the year and the Trustees desire to consider all qualified applicants. Accordingly, for the purposes of this Section, your application shall be deemed to have been filed on the last day allowed for such applications, provided all the requirements of this Plan have been completed by that date.

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If your application to a program or course has been denied you will be so notified in writing within ninety (90) days from the last day applications to the program or course are allowed, unless during the ninety (90) day period you are notified by the Fund of special circumstances which require an extension of time. In such case, you will be notified of the special circumstances and the day, not to exceed an additional ninety (90) days, by which a decision will be reached.

The notice of denial will state the reasons for denial including reference to pertinent Plan provisions upon which the denial is based. Where applicable, it will include advice as to any additional material or information required to complete the application, indicating the reason it is required. You will also be informed of the necessary steps to seek review of the denial.

Failure of the Fund to act on an application or appeal within the time limits prescribed in the Section shall be deemed a denial authorizing you to proceed to the next step in the review process.

You and your authorized representative may obtain review of action hereunder by submitting a written request for review to the Selection Committee of the Fund no later than sixty (60) days after you receive notice of the denial.

Appeals will be considered within sixty (60) days of receipt by the Fund of the request, unless special circumstances require an extension of time for processing. In such cases, the appeal will be processed as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

The Selection Committee may, in its sole discretion, provide for a meeting at which you or your authorized representatives, or both, may be present.

The decision of the Selection Committee will be made in writing and will include an explanation of the decision and the specific references to any plan provisions on which the decision is based. The Selection Committee's decision is final, binding and conclusive on all parties.

### **Remedies**

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If an appeal is successfully sustained, preference will be given for the next available position, where appropriate, or the Selection Committee or the Trustees, as the case may warrant, may fashion other relief appropriate to the particular facts and circumstances.

### **Authority of the Trustees**

#### **A. Plan Administration and Interpretation:**

Notwithstanding any other provision in the Plan, and to the full extent permitted by the Employee Retirement Income Security Act ("ERISA") and the Internal Revenue Code, the Trustees (or any other duly authorized designee thereof) shall have the exclusive right, power and authority, in their sole and absolute discretion:

- To administer, apply, construe and interpret the Plan and any related Plan documents
- To decide all matters arising in connection with entitlement to benefits, the nature, type, form, amount and duration of benefits and the operation or administration of the Plan

- To make all factual determinations required to administer, apply, construe and interpret the Plan.

Without limiting the generality of the statements above, the Trustees shall have the ultimate discretionary authority:

- (i) To determine whether any individual is eligible for any benefits under this Plan;
  - (ii) To determine the amount of benefits, if any, an individual is entitled to under this Plan;
  - (iii) To interpret all of the provisions of this Plan (and all related Plan documents);
  - (iv) To interpret all of the terms used in this Plan;
  - (v) To formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;
  - (vi) To decide questions, including legal or factual questions, relating to the eligibility for, calculation and payment of benefits under the Plan;
  - (vii) To resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents; and
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- (viii) Except as specifically provided to the contrary in the provisions of the Plan relating to claims procedures, to process and approve or deny benefit claims and rule on any benefit exclusions.

All determinations made by the Trustees (on any duly authorized designee thereof) with respect to any matter arising under the Plan and any other Plan documents shall be final and binding on all parties.

#### **B. Plan Amendment, Modification and Termination**

The Trustees reserve the right, within their sole and absolute discretion, to amend, modify, or terminate in whole or in part, any or all of the provisions of this Plan and may adopt amendments which add to, modify or discontinue any program of benefits or training. No Employee, or any other person shall have or will have a vested or non-forfeitable right to receive benefits from the Fund. No individual may, in any case, become entitled to additional benefits or other rights under the Plan after the Plan is terminated.

## Know Your Rights

- A. **The Plan is maintained pursuant to Collective Bargaining Agreements.** A copy of the applicable Collective Bargaining Agreement may be obtained by an Employee upon written request to the Fund and is available for examination by Employees at the Fund's offices.
- B. **Fiduciary Responsibility:** ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Employees and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a training benefit or exercising your rights under ERISA. If your claim for benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial.

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You have the right to have the Plan review and reconsider your claim as described in Section 2 "Claim and Review Procedures".

- C. **Enforcing Your Rights:** Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request from the Trustees documents that are required to be produced and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require Trustees to provide the materials and pay you up to one hundred dollars (\$100) a day until you receive the materials, unless the materials were not sent because of good reasons beyond the control of the Trustees.

If you have a claim for benefits which is denied or ignored, in whole or in part, and if, and only if you have complied with and completed the appeals procedures in Section 2, you may file a suite in a state or federal court. If it should happen that Plan fiduciaries misuse that Plan money, or if you are discriminated against for asserting your rights, you

may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these court fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- D. Questions:** If you have any questions about the Plan, you should contact the Fund office. If you have any questions about this statement or about your rights under ERIS, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor, or the nearest Office of Pension and Welfare Benefit Program, Department of Labor.

#### Miscellaneous

- A. The Trustees keep records of the Funds and are responsible for the administration of the Plan.
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- B. The Fund is maintained solely for the benefit of covered Employees. No other person or entity shall have any rights under the Plan. An Employee's benefits under this Plan are paid out of the Contributions to the Fund made by contributing employers according to the collective Bargaining Agreements. Neither Employers nor the Plan are liable for benefits beyond those assets contributed to the Fund. An Employee's benefit cannot be sold, transferred, assigned or encumbered, except if required by law.
- C. The benefits hereunder are provided on a noncontributory basis. No contribution or other payment to the Fund by an Employee will be accepted by the Trustees, except for registration fees or program costs charged by the Fund Administrator.
- D. Under no circumstances will any benefit under this Plan ever vest or become non-forfeitable.
- E. Service of legal process may be made upon the Trustees at the address shown below.

**F. Other Important Facts**

**OFFICIAL NAME OF THE PLAN:**

SEIU United Healthcare Workers West and Joint Employer Education Fund

**TYPE OF PLAN:**

Taft-Hartley (Union-Employer) Jointly-Trusteed Employee Welfare Benefit Fund (Training and Education Plan)

**ADDRESS:**

SEIU United Healthcare Workers West and Joint Employer Education Fund  
560 Thomas Berkeley Way  
Oakland, CA 94612

**SOURCE OF INCOME:**

Payments are made to the Fund by your Employer and other contributing Employers, according to the Collective Bargaining Agreements with SEIU United Healthcare Workers West and Joint Employer Education Fund. Employer's Contribution rates are set forth in the applicable collective bargaining agreements. They are estimated to adequately meet the anticipated costs of benefits, programs and administration. Since this is a multi-Employer fund, costs are calculated on a pooled basis. You may get a copy of any collective bargaining agreement by writing to the Plan Administrator, or by examining a copy at the Fund office.

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In addition, programs funded by grants for other sources may also be offered.

**PLAN ADMINISTRATOR:**

The Fund is self-administered. The Plan Administrator consists of the Board of Trustees and its duly authorized designees and subordinated, including, but not limited to, the Executive Director, the Appeals Committee and other senior employees.

**FOR SERVICE OF LEGAL PROCESS:**

Legal papers may be served on the Trustees or on the Fund's Counsel at  
1001 Marina Village Parkway, Suite 200, Alameda, CA 94501

**EMPLOYER IDENTIFICATION NUMBER (EIN):**

65-1239046

**PLAN NUMBER:**

1

**EFFECTIVE DATE OF THIS PLAN:**

July 8, 2005

**Definitions**

- A. **“Collective Bargaining Agreement”** means any collective bargaining agreement and any extension, modification or amendment thereof between the Union and any Employer requiring that the Employer make Contributions to the Fund; it also means written participation agreements between the Trustees and any Employer to make Contributions to the Fund.
- 
- B. **“Contributions”** means the payments require to be made to the Fund by the Employers pursuant to the applicable Collective Bargaining Agreements which must be in an amount or be computed by a formula no less than provided for in the SEIU United Healthcare Workers-West and Joint Employer Education Trust Fund Agreement.
- C. **“Employee” or “Employees”** means all regular full-time and part-time employees of an Employer, for whom the Employer is obligated to make contributions working in job classifications covered by Collective Bargaining Agreements. The term also includes former Employee(s) who are laid off who are entitled to benefits under Article I, Section 2.
- D. **“Employer”** means each Employer who has presently in force, or who hereafter executes, a Collective Bargaining Agreement with the Union or participation agreement with the Trustees providing for Contributions to the Fund.
- E. **“Executive Director”** means the Executive Director of the Fund or her/his designee.

**SEIU United Healthcare Workers – West and Joint Employer Education Fund  
Plan Document**

- F. “Fund”** means the SEIU United Healthcare Workers-West and Joint Employer Education Trust Fund, the entity created by the Trust, as amended.
- G. “Fund Administrator”** means the Trustees or person(s) duly designated by them, such as the Executive Director.
- H. “SEIU United Healthcare Workers-West and Joint Employer Education Trust Agreement”** means the Collective Bargaining Agreement between the SEIU United Healthcare Workers-West and Joint Employer Education Trust and the Union as amended.
- I. “Plan”** means the SEIU United Healthcare Workers-West and Joint Employer Education Trust Plan Document, as amended and restated.
- J. “Trust”** means the Agreement and Declaration of the Trust between the SEIU United Healthcare Workers-West and Joint Employer Education Trust and the Union establishing Trust, as amended.
- K. “Trust”** means the Fund Trustees acting pursuant to the Trust.
- L. “Union”** means SEIU United Healthcare Workers - West.

**Trustees**

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*Union Trustees:*

Laura Kurre, SEIU United Healthcare Workers - West  
John Borsos, SEIU United Healthcare Workers - West  
Ralph Cornejo, SEIU United Healthcare Workers - West

*Employer Trustees:*

Ernest Urquhart, Catholic Healthcare West  
Connie Wilson, The Permanente Medical Group  
Mary Ann Thode, Kaiser Foundation Health Plan/Hospitals

*Alternate Trustees:*

Cherie Kunold, Catholic Healthcare West

108910/388838



**CSC CARVE OUTS GLOSSARY**  
**Civil Service Commission Jurisdiction**

**Leaves of Absence Definitions**

Items contained in the Civil Service Carve Outs Glossary are not subject to any grievance and arbitration procedure either under this Memorandum of Understanding or under law.

**Definition of Leave of Absence**

A Leave of absence is defined as an employee's absence from duty with the authorization of an appointing officer for a specific duration and purpose.

**Sick Leave - Definition**

A Leave due to illness or disability.

**Sick Leave - Medical Reasons - Definition**

A leave due to illness or injury or medical and dental appointments, other than illness or injury arising out of and in the course of City and County employment.

**Sick Leave - Quarantine - Definition**

Leave during a period of quarantine established and declared by the Department of Public Health or other authority.

**Sick leave - Bereavement - Definition**

Leave due to the death of another person

**Sick Leave - Maternity - Definition**

Leave due to the employee's pregnancy or convalescent period following child birth.

**Sick Leave - Illness or Medical Appointment - Definition**

Leave due to the illness, injury or medical or dental appointment of a person other than the employee.

**Sick Leave Compulsory - Definition**

Mandatory sick leave imposed by an appointing officer provided it is determined as a result of a medical evaluation conducted by a physician designated by the Human Resources Director, that the employee is not medically or physically competent, and if allowed to continue in employment will represent an imminent risk to themselves, their co-workers or the public, or if an employee refuses to obtain a physician's certificate after being requested to obtain a medical evaluation.

**Sick Leave With Pay - Definition**

Sick leave with compensation for eligible employees.

**Sick Leave With Pay - Battery Leave - Definition**

Leave due to bodily injury or illness received in the course of employment and caused by an act of criminal violence.

**Sick Leave Without Pay - Definition**

Sick leave granted to employees who are not eligible for sick leave with pay or employees who choose not to use their sick leave pay credits.

**Disability Leave - Definition**

Leave due to illness or injury arising out of and in the course of employment and as administered under State Workers' Compensation Laws.

**Military Leave - Definition**

Leave for active military duty.

**Leave to Accept Other City and County Position - Definition**

Leave to accept exempt, temporary civil service, or provisional appointment in the City and County service.

**Educational Leave - Definition**

Leave for the purpose of educational or vocational training.

**Leave for Civilian Service in the National Interest - Definition**

Leave to serve with a federal, state, or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

**Leave for Employment as an Employee Organization Officer or Representative – Definition**

Leave for employment to serve full time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

**Family Care Leave - Definition**

Leave for assisting or nurturing of family members.

**Definition of Family**

A unit of independent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

**Witness or Jury Duty Leave - Definition**

Leave to serve in a judicial proceeding in a local, State or Federal Court.

- a. as a witness on behalf of the City and County
- b. to serve as a juror

**Holiday Leave - Definition**

Paid leave for special occasions provided either by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Vacation Leave - Definition**

Paid leave of specified duration as provided in the Charter and by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Involuntary Leave of Absence - Definition**

Leave established and regulated under the layoff provision of Civil Service Rules.

**Religious Leave - Definition**

Leave when an employ's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

**Personal Leave - Definition**

Leave for reasons other than those covered under the Rules of the Civil Service Commission.

**Departmental Supplementary Agreement  
Between Department of Public Health And  
Service Employees International Union Locals  
UHW, 535, and 790**

**July 1, 2006 – June 30, 2009**

Departmental Supplementary Agreement  
Department of Public Health

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY AND COUNTY OF SAN FRANCISCO (hereinafter called the Department) and SERVICE EMPLOYEES INTERNATIONAL UNION JOINT COUNCIL, consisting of SEIU LOCALS UHW, 535 AND 790 (hereinafter called the Union).

**SECTION 1. UNION MEMBERSHIP**

- A. The Department shall furnish to the Union upon request, but no more frequently than once a month, a list of names, classifications, and work locations as are available in the Personnel or Payroll Office of new employees in represented classes, and the names of employees separated. The Union may deliver a copy of this Supplemental Agreement to employees in the covered classifications.
- B. Semiannually, the Department shall furnish the Union with updated seniority lists for all permanent employees working in classifications represented by the Union. The work location of the employees shall be available in the office of the appropriate departmental subdivision.

**SECTION 2. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS**

**BULLETIN BOARDS**

- 1. Reasonable space will be allowed on bulletin boards as specified herein for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the city and its relations with employees. All posted material shall be signed and dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- 2. Should the department have objections to material posted on approved bulletin boards, the department shall discuss the issue with the union steward prior to removing any posted notices or material.
- 3. Location of Bulletin Boards
  - a) At San Francisco General Hospital:
    - Building 80: Elevator Bank - First Floor
    - Building 20: Elevator Bank - First Floor
    - Building 10: Elevator Bank - First Floor
    - Building 30: Elevator Bank – First Floor

- Outpatient Department Lobby: Elevator Bank
  - Main Hospital – Basement: Outside CPD
    - First Floor: Near Rear Elevator
    - Second Floor: Near Front and Rear Elevators
    - Third Floor: Clinics Elevator
    - Third Floor: Near Front Elevator
    - Fourth Floor: Near Front Elevator
    - Fourth Floor: Near Front Elevator
    - Fifth Floor: Near Front Elevator
    - Sixth Floor: Near Front Elevator
    - Seventh Floor: Near Front Elevator
    - Laundry
    - Radiology Fileroom
- b) At Laguna Honda Hospital
- Five (5) bulletin boards with locks shall be made available.
  - Clarendon Hall
  - Food Service Department, Tray Line Area
  - Across from Nursing Office 5<sup>th</sup> Floor
  - Laundry; Main Floor
  - Administration Building
  - General Services Manager's Office
  - In Each Nursing Unit Lounge
  - Social Services and Admissions/Eligibility
  - Billing: Personnel
  - Main Kitchen Bulletin Board
- c) At Central Office Administration (101 Grove Street), Community Health Program and Mental Health Program facilities, and any other separate Departmental facility which employees represented classes:
- At such locations that shall be mutually agreeable to the Department and the Union, provided that at least one bulletin board or other mutually agreeable place shall be allowed at each location.
4. All existing bulletin boards currently in place shall be maintained.

## **DISTRIBUTION OF MATERIALS**

Distribution of official Union literature and materials by a Union member, shop steward or Field Representative will be permitted, provided:

1. The employee distributes such literature outside his/her regular working hours or during break.
2. The distribution of literature to employees on duty will be accomplished during their break (rest) period or before or after their work shift.
3. Distribution of literature shall be restricted to non-work areas so as not to interfere with patient care or with the operation of any facility or institution of the Department. A non-work area is an area where an employee does not normally perform his/her duties and responsibilities. Distribution of literature to employees in office work locations shall be permitted provided the Union notifies the Department within thirty days of the ratification of this agreement of the areas or work locations where Union literature will be distributed. The distribution of literature shall not interfere with the work of any employee. If in the opinion of the office work unit manager, distribution of literature interferes with the work of employees, the department shall notify the Union in writing and meetings shall immediately commence in order to reach agreement on mutually acceptable literature distribution rules. Pending establishment of such rules, distribution of literature shall be permitted only in non-work areas as defined above.

### **SECTION 3. LOCATION OF PERSONNEL FILES**

The official personnel files of the various divisions of the Department are located as follows:

San Francisco General Hospital Human Resources

Laguna Honda Hospital Human Resources

All other Divisions:

Department of Public Health Personnel Office 101 Grove Street

In the event of reorganization or changes in facility or office location, the Department will notify the Union, and affected employees in writing of any changes in location of the official personnel files.

### **SECTION 4. CLASS SPECIFICATION**

- A. Upon request Shop Stewards shall be furnished copies of class specifications, and, where available, job descriptions for classifications of the Department positions for which they are responsible.
- B. The Department agrees that the following terminology on all Civil Service job descriptions that states: "and performs related duties" will be exercised reasonably. Disputes concerning this paragraph shall be submitted to the Civil Service Commission for determination and shall not be subject to the Grievance Procedure.
- C. Current Civil Service class specifications may not be up to date in all cases, and do not necessarily reflect presently assigned duties and responsibilities. Class specifications are

descriptive of the class and shall not be considered as a restriction on the assignment of duties not specifically listed. In accordance with Civil Service rules, the Appointing Officer has the authority to assign an employee to perform work provided that it is consistent with the kind of duties and level of responsibility of the employee's classification although the work may not be specifically described in the class specification.

## **SECTION 5. COMMITTEES**

- A. A Joint Labor-Management Committee shall be established at San Francisco General Hospital, Laguna Honda Hospital, and in Mental Health Programs and Community Health Programs. The committees for SFGH and LHH shall consist of five (5) representatives appointed by the Union and five (5) representatives appointed by the Department. The committee for Mental Health Programs and Community Health Programs shall consist of three (3) representatives appointed by the Union and three (3) representatives appointed by the Department. These committees shall meet from time to time at the call of either party but no more frequently than once every two (2) months for the purpose of improvement of patient care and the improvement of staff skills, discussions concerning workload distribution, and such other related matters as may be mutually agreed by the parties. Either party may convene a meeting by submitting a proposed agenda and a proposed time and place of the meeting to the other party at least seven (7) calendar days in advance of the date proposed. The representatives of both parties shall be as broadly representative of the concerns of the Department as possible. All members of the committee shall be granted release time subject to staffing needs. Additional staff support may be added by either party subject to the approval by the Committee but all such added members will be non-voting, and shall not be eligible for release time.

### **B. The Department of Public Health Bloodborne Pathogen Safety Devices Committee**

#### **PURPOSE**

The purpose of the committee is to develop and maintain a comprehensive program that reduces the risk for blood borne pathogen exposure for employees and affiliated staff working in Community Health Network (CHN) facilities. The program will integrate the evaluation and selection of the best available safety devices and the evaluation and recommendations of related user training and work practices.



## COMPOSITION

- (A) The committee will contain eight members selected by CHN management and eight selected by and from labor. Labor and management may also select additional alternative representatives that may attend in the place of their designated representatives. Labor constitutes CHN staff and staff of their representative unions. The committee may request other experts to participate in committee activities; however, expert participation will be limited to an advisory capacity only.
- (B) The committee will be co-chaired by a representative from management and a representative from labor.
- (C) Participation on the committee or in the committee's work shall not include individuals with any past or current financial interest in or affiliation with manufacturers of engineered safety devices.

## SCOPE AND AUTHORITY

- (D) The committee will report to the CHN Leadership Group (LG). Specific reporting requirements are detailed in the section on responsibilities below. The committee will have the consultation and support of the CHN LG where needed to help implement its recommendations.
- (E) The committee will have access to all non-medically confidential information necessary to fulfill its objectives including but not limited to the OSHA 200 Log, the Sharps Injury Log, and "Needle Stick Hotline" Summary Data for the CHN. The committee will obtain information on individual exposure incidents through the incident follow up conducted by the CHN Environmental Health and Safety Program.
- (F) The committee will be responsible for establishing criteria for engineered sharps safety devices selection in the CHN. The committee will employ these established criteria to oversee and guide device evaluation processes in representative groups of frontline users and determined the preferred device for purchasing. The committee will select the single best device for each clinical practice or need. The committee will communicate their recommendations directly to purchasing department in a method consistent with purchasing protocols. Recommendations made regarding resource allocation will follow the standard process for resource allocation in the CHN.
- (G) The committee will identify unsafe device use practices that contribute to blood borne pathogen exposures and work with stakeholders, supervisors, and trainers to develop and promulgate alternative and safer work practices.

- (H) The committee will identify training needs, including training frequency, content, and evaluation, required for optimum safety device use and work with stakeholders, supervisors and trainers to ensure these needs are met.
- (I) Decisions of the committee will be made by consensus wherever possible; however, in the absence of consensus the committee may make decisions by majority vote. Issues at impasse will be brought to the Executive Administrator of the CHN for resolution with an opportunity for appeal to the Director of Public Health by any committee member.
- (J) The co-chairs of the committee will serve as CHN representatives to the six-hospital safety device committee.

#### RESPONSIBILITIES

- (K) The committee will operate under the standards of CHN committees and adhere to requirements set by JCAHO, California Title 22, and CAL-OSHA.
- (L) The committee will always solicit stakeholder input in its assessments.
- (M) The committee will meet monthly for the first year after its initiation and at least every two months thereafter.
- (N) The committee will prepare for the CHN LG: (1) An action plan every 12 months with description of the following years priorities, objectives, anticipated activities, and resource requirements. (2) A progress report every 6 months detailing progress towards objectives.
- (O) Minutes of meetings will be taken and made available to CHN staff.
- (P) Union representatives will be granted release time during regular work hours with pay subject to operational and staffing requirements to attend committee meetings and work on committee assigned projects. The scheduling of meetings and work projects with sufficient advance notice will enhance the ability to grant release time.
- (Q) The Labor co-chair of the committee shall be granted up to one (1) day of release time each week to do the work of the committee co-chair. This shall be in addition to the release time granted to attend committee meetings.
- (R) The committee may assign specific work projects to one or more of its members. Participation in committee-approved work projects may occur outside of regular committee meetings. The committee will notify managers of approved work projects so that union representatives may be appropriately released or granted compensatory time off pursuant to this agreement.

- (S) Union representative members will be granted straight-time compensatory time-off for part-time employee members and time-and-one-half compensatory time-off for full-time employee members for each hour involved in committee meetings and work projects during non-work hours.

C. PATIENT CARE COMMITTEE FOR SEIU MEMBERS IN HOSPITAL CLASSIFICATIONS

The following provisions apply to UHW classifications and to Local 790 and Local 535 patient care classifications.

1. Quality Patient Care

The City and the Union agree that quality patient care and a safe working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, structural changes in the delivery of patient services and qualitative changes in average acuity. The City will establish two (2) Patient Care Committees, one for Laguna Honda Hospital and one for San Francisco General Hospital, including all Department of Public Health clinics. Each committee will be comprised of four (4) bargaining unit employees selected by the Union and four (4) representatives of the City selected by the City. The parties may mutually agree to expand the number of representatives to the committees as the need may arise.

2. Purpose

The purpose of the Patient Care Committees is to monitor the quality of patient services and make recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient service delivery.

3. Meetings

The City will allow four (4) hours every two (2) months of release time for each employee member of the committee to attend meetings. Ten (10) days' notice shall be given by the moving party along with an oral or written proposed agenda. Authorized employee representatives will be granted time off to attend committee meetings, provided they have given their supervisor at least five (5) days' notice. Additional meetings may be scheduled by mutual agreement. The scheduling of any meetings will be subject to operational requirements of the hospitals.

RESOLUTION OF STAFFING ISSUES

1. Review Committee

If the patient care committee cannot reach agreement on a recommendation, the issue may be referred to a Review Committee of four (4) for consideration and recommendation. Two (2) representatives shall be selected by the Union and two (2) by the City. A majority of the review committee may invite resource persons to attend and participate in such review committee meetings. Such resource persons may review all relevant information before the committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. The review committee may adopt recommendations by a majority vote of all four (4) members of the review committee.

## 2. Recommendations Implementation Process

Recommendations, both those approved by the Patient Care Committee or through the Review Committee, will be forwarded to the appropriate administrative director of the Hospital for implementation. Thirty (30) calendar days after receipt of a recommendation, the appropriate administrative director will send the Patient Care Committee a written summary of progress and may at the Patient Care Committee co-chair's request to attend the next Patient Care Committee meeting to report on the progress. However, the City is not obligated to implement any recommendation that would cause the City to violate the terms of any City labor agreement or any local, state or federal law.

## 3. Resolution of Staffing Issues

In the event the Review Committee is unable to reach agreement on a recommendation concerning a staffing issue, or a recommendation of the Patient Care Committee or Review Committee is not implemented by the Department, a mutually agreed third-party neutral may be brought to join the Review Committee, provided, however, the third-party neutral may only be brought in two (2) times per fiscal year. In the event the Review Committee remains unable to resolve the staffing issue, the third party neutral shall make a binding determination to resolve the dispute.

The third-party neutral's authority is limited to a specific staffing issue only and shall not include other matters such as job assignments, work schedules or other matters covered by this MOU. The determination of the third-party neutral shall cover no more than a single staffing issue at a time. The determination shall not add to or modify the MOU, nor shall it cause the City to violate the terms of any City labor agreement or any local, state or federal law. In reaching a determination, the third-party neutral must take into account area standards regarding staffing, state and federal laws, physicians' recommendations regarding quality of care, business needs, the City's financial ability to comply with the proposed resolution, and any other relevant information presented by the parties. In determining a staffing issue, the third-party neutral's determination must fall within allocated DPH resources.

## 4. Selection of Neutral Third Party

Unless the parties agree otherwise, the third party neutral shall be selected by alternately striking names (first strike determined by lot) from the following list of five (5):

(All names to be subject to mutual agreement)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The Union and the City shall share equally the fees of the third party neutral.

**D. JOINT RN/DPH MONITORING COMMITTEE**

- A. The parties agree to include six (6) bargaining unit members on the Joint RN/DPH Monitoring Committee established in Section 5.E. of the agreement between the City and County of San Francisco and SEIU, Local 790 Staff and Per Diem Nurses, subject to concurrence by the RN Chapter of SEIU, Local 790.
- B. The parties further agree to include up to three (3) bargaining unit members on each of the four divisional committees established in Section 5.E., of the SEIU, Local 790 Staff and Per Diem Nurses bargaining agreement.
- C. Representatives on these committees shall be provided release time with pay to attend these committees.

**SECTION 6. WORK RULES**

- A. Clean-up Time-Bargaining Units 6A and 6B, and the following classifications only:

1920 Inventory Clerk  
1932 Assistant Storekeeper  
1934 Storekeeper  
1938 Stores and Equipment Assistant Supervisor  
2650 Assistant Cook

Wherever the work processes require, a reasonable amount of clean-up time, will be allowed at the end of each work shift and before lunch.

- B. Telephone Calls

1. All calls from a child, school, babysitters, or other persons involved in child care, and calls identified as emergencies shall be connected to the employee immediately. If the employee cannot be located or cannot be interrupted a message shall be left with the immediate supervisor or designee.

2. Employees should remind relatives, and persons in charge of the well-being of relatives, to identify their status to the staff person who takes the call. All calls of an emergency nature should be identified as such to the answering party. This is to facilitate necessary calls and to prevent unwarranted intrusions on the employee's time.
3. Rights granted under this Section shall be exercised reasonably.

C. Tardiness and Absence Without Leave Policy - Bargaining Units 6A and 6B Only

1. Employees who call in prior to their starting time to inform their supervisor or designee they will be reporting late will be allowed up to a thirty-minute time extension from the regular reporting time to report to duty. The employee will not be docked provided the time is made up.
2. Employees who have not called in prior to their starting time will be allowed up to a thirty-minute time extension from the regular reporting time to report to duty, and will be subject to having pay withheld. For all instances of tardiness, time will be computed in fifteen (15) minute units. If such employee who has not called in is more than fifteen (15) minutes late, he/she may be replaced by another employee on his/her assigned shift and will be given a float assignment.
3. All employees reporting late will report to the office of the designated supervisor at the time of arrival for appropriate assignment.
4. Employees over thirty minutes late will not be allowed to work and will be considered absent without leave, provided that if an employee who is over thirty minutes late is told to come to work by the facility pursuant to (1) hereof said employee shall be allowed to work the balance of the shift, if, in the judgment of the Department Head or his/her designee, the tardiness is excusable.
5. Employees who are chronically tardy may be refused permission to work when tardy after having been notified in writing in advance of such proposed action. Such refusal does not preclude the Department from taking subsequent disciplinary action.

D. Sick Calls

The Department will designate personnel who are authorized to receive sick calls from the employees for each department or work unit. Each department manager will provide written policies and procedures for calling in sick.

E. Institutional Police (SFGH) Shift and Assignment Bidding

1. Every six months, watch supervisors shall prepare a list of all available 8204 assignments, including investigations and traffic control, by shift and days off, based on the needs of the Department.
2. Officers shall select their assignments and shift in the order of their seniority. The primary selection criteria shall be seniority; however, officers bidding on a special assignment must demonstrate and maintain an acceptable level of performance in order to retain the assignments for the full term. If a senior candidate is not retained in the assignment, he/she shall receive a written explanation.
3. Seniority shall be determined by the length of time served in each classification at SFGH. This shall include all temporary, limited tenure and permanent time worked at SFGH provided there is no break in service in excess of six months.
4. When a shift or assignment becomes vacant more than two months prior to the twice yearly shift/assignment bidding process, the department shall post a notice for five (5) days accepting bids. The selection process shall be utilized as specified in #2 above, if staffing levels permit filling the assignment on an interim basis.
5. The department or the Union may propose changes in the procedures outlined above during the term of this agreement. Proposed changes shall be subject to the meet and confer process.

F. Radiologic Technologists, Radiology Department – SFGH

1. Job Assignments
  - a) The Department, in accordance with the Agreement, reserves the right to determine job assignments in the Radiology Department of San Francisco General Hospital.
  - b) The following factors shall be considered in determining job assignments: Performance, skills an ability, education, reliability (attendance and punctuality), affirmative action, seniority and the need for cross training.

2. Cross Training

The Department shall attempt to provide cross training, upon request, consistent with the needs of the service and quality patient care. In the event many such requests are made, employees selected for cross training shall be selected in accordance with the factors listed in Paragraph F.1.b of this section.

G. Caseload Management (Medical & Psychiatric Social Workers and Psychologists)

Upon request, unit managers shall meet with professional staff of any department work unit to discuss caseload distribution and management.

## **SECTION 7. STAFFING AND WORK ASSIGNMENTS – Bargaining Units 6A and 6B**

### **A. Employee Assignments**

Except as otherwise agreed upon in this Agreement, the Union recognizes it is the exclusive right of the Department to assign personnel and to make changes when necessary to meet the changing needs of the public and the patients. The Department agrees that in staffing shifts, personnel will be reasonably distributed based on the availability of staff and the assessment of departmental needs.

### **B. Permanent Float Employees – Nursing Departments – LHH and SFGH only.**

1. A permanent float employee is an employee who does not have a regular assignment but reports to an appropriate supervisor for assignment. Assignments will be made in a fair and equitable manner.
2. The Department retains the right to determine the number of permanent float employees.
  - a) Voluntary assignment to permanent float status shall be based upon department need, employee's performance, ability and seniority.
  - b) Involuntary assignment to permanent float status shall be based upon inverse seniority providing performance and ability are equal.
3. Permanent float employees will not be assigned to the same work location more than two consecutive days in a week, unless they request longer assignments.
4. Permanent float employees may be assigned temporarily to work in place of an absent employee and, until such temporary assignment is completed, they are no longer considered on float status. At the completion of the temporary assignment, the department will notify the permanent float employee to again report to an appropriate supervisor for assignment.
5. The Department will make efforts to ensure that the employees who float will remain on an assigned ward for the duration of their shift. However, when no other resources are available, the Department retains the right to reassign the employee as needed.



C. Regularly-Assigned Employees Who Are Temporarily Reassigned (Floated) in a Given Shift.

1. Employees who are regularly scheduled in a unit may be temporarily reassigned (floated) to another unit within areas of specialization, whenever applicable and practicable, in a given shift because of departmental needs.
2. Floating will be kept to a minimum. Whenever it is necessary for regularly scheduled employees to float, assignment will be made in a fair and equitable manner.
3. The Department will make all efforts to ensure that employees floated to another unit will remain on that unit for the duration of their shift. However, when no other resources are available, the Department retains the right to reassign the employee as needed.

D. Promotional Opportunities for 2903 Eligibility Workers

It is the intent of the City and the Union to enter into discussions for the purpose of developing career promotional opportunities for 2903 Eligibility Workers in the Department of Public Health, not later than sixty (60) days after the signing of this Agreement.

**SECTION 8. SHIFT CHANGES IN THE SAME WORK LOCATION OR WORK UNIT  
PARAGRAPH A. THROUGH E. APPLICABLE TO BARGAINING UNITS 6A AND 6B  
AND THE FOLLOWING CLASSIFICATIONS ONLY.**

1429 Nurses Staffing Assistant  
2903 Eligibility Worker  
2908 Hospital Eligibility Worker

- A. Employees of the same classification may request to change shifts within the same location or work unit. If employees desire to exchange shifts, they shall be able to implement the change with the agreement of their immediate supervisor. Such agreement shall not be unreasonably denied nor shall it be subject to the grievance procedure.
- B. If it is necessary to reassign an employee to another shift, the employee with the least seniority in the work unit, will change his/her shift, provided he/she has adequate experience and ability and provided that no other employee wants to make the change.
- C. Shift assignment may be change without regard to seniority for up to a (3) month period, provided there is a demonstrable documented need for training and/or development of such employee.
- D. This section shall not apply to changes in hours within an A.M., P.M., or night shift as defined by the department.

- E. Except as expressed above, this section shall not be interpreted as interfering with the department's ability to reassign employees.
- F. The Department may not change shift or work assignments for punitive reasons.
- G. Except in cases of emergency, as determined by the Department, 1428 Ward Clerks at SFGH Inpatient Nursing Department shall be given a minimum of ten (10) working days advance notice

#### **SECTION 9. DAYS OFF – BARGAINING UNITS 6A AND 6B ONLY**

- A. Full time employees at San Francisco General Hospital and Laguna Honda Hospital shall have fixed days off unless an election is held for rotating days off.

- B. Fixed Days Off

- 1. Fixed days off is defined as the same days off each week. Seniority shall be the governing factor in determining days off under the Section.
- 2. The Department shall determine the available days off and in the scheduling of such days, the first choice shall go to that employee having the most seniority in a classification in the facility, department and shift. The second choice shall go to the second most senior employee and so forth.
- 3. Seniority, as used herein, shall begin on the first day of employment in the class in the hospital
  - a) Voluntary and involuntary changes of shift or work location within the same hospital:
    - 1) Voluntary: An employee who voluntarily changes shift or work location within a hospital shall have no access to seniority earned at his/her last assignment for the first (1<sup>st</sup>) 3 months on the new assignment. Beginning with the fourth (4<sup>th</sup>) month on the new shift or work location, such employee shall regain his/her original seniority from the previous assignment for purposes of scheduling days off in the new assignment when days off become available.
    - 2) Involuntary: An employee who involuntarily changes shift or work location within a hospital shall have access to seniority.
  - b) Voluntary and involuntary reassignment to another hospital:
    - 1) Voluntary: An employee who is voluntarily reassigned to another hospital shall have no access to seniority earned at his/her last assignment and shall begin a new seniority date for purposes of determining days off.

- 2) Involuntary: An employee who is involuntarily reassigned to another hospital shall retain his/her original seniority and shall have the right to exercise his/her original seniority immediately upon the reassignment for purposes of determining days off.

#### C. Rotating Days Off/Fixed Days Off

If a majority of employees within a department wish to explore the possibility of rotating days off/or fixed days off if currently serving rotating days off, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within the department to determine the manner in which days off are to be scheduled (fixed or rotating).

## **SFGH RADIOLOGY DEPARTMENT – RADIOLOGIC TECHNOLOGISTS**

1. The department shall determine available days off as agreed in Section 8, paragraph B of this Agreement.
2. If the Department determines the availability of days off based on the various specialty job assignments, and if more than one (1) employee is permanently assigned to a specialty job assignment, the most senior employee in the specialty job assignment shall have the choice of days off for the assignment.

### **SECTION 10. EMPLOYEE REQUESTS FOR REASSIGNMENT**

- A. An employee may at any time request reassignment to another position in his/her class in the Department. Each section or division within the Department shall post notices of vacant assignments, shifts, or work locations on a bulletin board in the section or division with the vacancy for a period of not less than seven (7) calendar days. Such notices shall consist of class number and title, and information regarding the assignment, shift and work location which is vacant.

Personnel Officers shall post notices of vacancies approved for filling on bulletin boards listed in this Agreement until such time as the position is filled. Such notices shall consist of class numbers and titles of job classifications in which vacancies exist and a contact person.

- B. When a vacancy occurs, employees may bid for reassignment. Seniority, performance and ability shall be considered in the event the department elects to grant a requested reassignment.
- C. When an employee is reassigned pursuant to this Section, the employee's seniority for scheduling days off and vacation shall be in accordance with Section 9B of this MOU. Temporary assignments may be made pending permanent assignments in order to provide proper care.

### **SECTION 11. HOLIDAY SCHEDULING POLICY**

- A. Definition of In-lieu Holidays

In-lieu holidays are days off taken in lieu of holidays which fall on a regular day off and shall be scheduled as follows:

1. Any employee who accumulates a day or days off in lieu of a holiday may elect to add said day or days off to his/her normal days off, and such approval shall not be unreasonably denied. The scheduling of in-lieu days shall be by mutual agreement by the employee and the

Department. Such days off must be taken within the fiscal year of the date of the holiday or the following fiscal year.

2. An employee may elect to add accumulated days off in lieu of holiday to his/her annual vacation, provided that this election is made at the time vacation schedules are being prepared.
  3. The department shall respond to all such request in writing within ten (10) working days. If two or more employees request the same day or days, the conflict shall be resolved in favor of the employee whose request has been received first. In the event the Department shall deny an employee's request in full, it shall be for good cause only and a statement of the reasons for such denial shall be given the employee. Such denials shall not be subject to the Grievance Procedure.
- B. The Department will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day, and the following New Year's Day. In order to accomplish this, the Department may require employees whose regular days off fall on one or more of these holidays to temporarily alter their days-off schedule and work on a holiday. The Department will first ask employees to voluntarily request to change their days off to work a holiday. If the Department needs additional employees to work the holiday, the least senior worker will be reassigned to work the holiday.
- C. Floating Holidays

Unless otherwise agreed to in writing between the employee or Union and the supervisor, floating holidays shall be requested by employees on or before March 1 of each fiscal year. If the employee does not request his/her floating holiday by March 1, the Department will unilaterally schedule the floating holiday. The Department will notify the employee of such an assignment of a holiday one (1) week prior to the day assigned.

## **SECTION 12. VACATION SCHEDULING POLICY**

- A. Except as provided in paragraph B of this Section, vacations shall be scheduled by mutual agreement of the employee and the Department. In the event of a conflict between granting a similar request of two or more employees, the matter shall be decided in favor of the employee having the longest service in a classification and shift at the facility.
- B. In the event vacation scheduling pursuant to paragraph A hereof is impractical, the following procedure will apply. Prior to January 1<sup>st</sup> of any year, any employee may submit up to three (3) choices of a preferred vacation period. The Department shall approve such choices on the basis of employee seniority within his/her classification and shift at the facility and shall post a list of scheduled vacations within thirty (30) days. Any employee who fails to submit a choice or any new employee who misses the sign-up period shall schedule vacation by mutual agreement with the Department, provided that such scheduling shall not supersede a vacation scheduled by prior submission.

- C. The Department has the right to limit the number of employees on vacation at any one time consistent with the needs of the service.

### **SECTION 13. HEALTH AND SAFETY**

#### **A. Health and Safety Committee**

1. Purpose

The Union and the department recognize the importance of safety on the job and will work cooperatively to ensure safe working conditions. The Union will actively encourage its delegates to attend safety committee meetings and to be advocates for safe working conditions.

2. Membership

The Safety Committee of Laguna Honda Hospital and San Francisco General Hospital will include a total of six (6) employee representatives. The Safety Committees of Community Health Programs and Mental Health Programs may include three (3) employee representatives each elected at large.

3. Release Time

Employee Representatives shall receive paid release time from regular duties for Safety Committee meetings and Committee-approved activities. Time off for representation should not unduly interfere with the performance of duties or with the work flow requirements of the department.

#### **B. Employees Who Become Ill or Injured on the Job**

1. Employees who become ill on the job shall report to their immediate supervisor.

2. An employee who is injured on the job shall, in all cases, immediately report to the direct supervisor who shall act in accordance with established departmental and City policies, which shall include an investigation of the incident and completion of the Employer's report of Industrial Accident/Illness. An employee may utilize his/her designated personal physician in accordance with the requirements of State law.

3. When an employee cannot be transported to an appropriate emergency station, a health practitioner will be called to the location of the injury and there determine the disposition of the case.

4. An injured employee will be given a copy of the injury report upon request.

#### **C. Contagious Diseases**

1. Some employees may be exposed to infectious and communicable diseases in the normal course of work. The Department has recommended policies and procedures designed to protect employees and patients, which include Infection Precautions, required and recommended immunizations, skin testing for tuberculosis, gammaglobulin prophylaxis for infectious hepatitis exposures, titers for Rubella (blood test), and medical examinations.
  2. All known affected employees shall be contacted personally by the Department. A copy of such notice will be sent to the Union upon the employee's request. The Department will complete all workers' compensation forms in a timely manner.
  3. The employer and the employee shall follow established infection control procedures.
  4. The employer agrees to make AIDS education and sensitivity training part of the orientation and annual training. Representatives of the Union will consult with the employer in establishing the curriculum of this program.
  5. The Department will arrange a meeting between Union Representatives and the individuals responsible for the training in handling medical wastes so the Union can review the training curriculum.
  6. The Department shall provide all medical personnel and health care providers with training in health and safety, including but not limited to, training on safety devices, protection against infectious diseases, handling of hazardous materials, chemical spills and use of personal protective equipment. All training will be properly documented.
- D. The Department shall provide new 2736 Porters with a special in-service training on the handling of infectious waste. The content of this training shall be developed by the Health and Safety Committees. The content of the training shall be approved by the Department's Infection Control Committee.
- E. The Health Department Personnel Office shall make good faith efforts to assist an employee who is denied access to an EAP Stress Reduction Program offered at the worksites due to limitations on the number of program participants to be provided with a Stress Reduction Program within three months, except in emergency situations. Individuals needing stress reduction counseling can request this counseling at any time from the EAP.
- F. The Department will solicit input and feedback from the employees designated by the Union who use lifting equipment at SFGH and LHH. This information will be submitted to the Product Evaluation Committee prior to the purchasing of such equipment.

## **APPENDIX A: Health and Safety**

### **Policy:**

All employee reports of unsafe working conditions will be investigated promptly and without prejudice.

### **Safety: (EXCERPTED FROM EMPLOYEE HANDBOOK FOR INFORMATION PURPOSES ONLY)**

Safety is everybody's job. Be alert at all times to safety hazards. If you see an unsafe act or condition, either correct it yourself or report it to your supervisor.

Remember that accidents don't just happen – they are caused by people. There is no job so important that time cannot be taken to do it safely. What may seem like a shortcut might cost you long weeks in the hospital. For reasons of safety, clothing and footwear appropriate to the type of work being performed is to be worn.

Do not engage in playful activities which might result in injury to yourself or others.



**SECTION 14. DURATION**

This Agreement will remain in effect through June 30, 2009 and run concurrent with the Citywide collective bargaining agreement unless extended by mutual agreement.

Dated \_\_\_\_\_

**Departmental Supplementary Agreement  
Between San Francisco International Airport  
And Service Employees International Union  
Local 790**

**July 1, 2006 – June 30, 2009**

## **REPRESENTATION**

### Employee Representatives

The Airport Chapter of Local 790 will limit the appointment of official representatives as defined in the City-wide Collective Bargaining Agreement [Kagel Award] Article I.G. Official Representatives. For any section with fifty (50) SEIU-represented employees or less, only one individual from any single work unit at SFIA will be designated as the official representative. For those sections with more than fifty (50) SEIU-represented employees, one (1) representative from each shift may be designated as official representatives. Alternates within the same work unit may be designated. Alternates may only be granted release time when the primary representative is unavailable.

The Union must notify the Airport Human Resources Office of the names of employees for whom they are requesting official release time along with pertinent dates, times and locations. All requests must be submitted at least three (3) business days in advance of the requested date.

### Bulletin Boards/Union Access/General Information

The Airport will make space available on glass-enclosed bulletin boards in Custodial, Communications, Airfield Operations and Police Bureau sections for SEIU to post materials. For those areas that may be under lock and key, the Union must submit the materials to a designated Airport representative for posting. This material must comply with the City's standards for materials posted on public bulletin boards.

### Notification of New Employees

The City shall supply the Union with a list of new employees within forty-five (45) days of their employment. The list will contain the names, classifications and work unit of each new employee. The City shall also supply the Union with a list of resignations, retirements, transfers and promotions within forty-five (45) days after their occurrence.

### Promotional Jobs Hotlines

The San Francisco International Airport will establish a “Jobs” telephone hotline for the sole purpose of providing current City & County of San Francisco employees with employment or promotional job information at San Francisco International Airport.

## **WORK SCHEDULES**

### Assignment of Work

#### 1. Shift Bidding

Bargaining Unit employees assigned sections within 24-hour shift shall be entitled to select their work shift on the basis of seniority consistent with the practices historically in effect at each work unit at the time of the implementation of this Agreement. If a work unit does not have an established bidding interval, employees at that work unit shall, after the effective date of this Agreement, be entitled to bid on not less than an annual basis.

The parties recognize that the Airport presently has designated certain special assignments that require unique skills or abilities. Those assignments are as follows:

#### Airport Police Bureau

#### Class 9209 Airport Police Service Aides

2- Purchasing/Inventory

2 - Lost & Found

1 - MIS Support

#### Custodial

#### Class 2708 Custodian

1 - Exhibitions

Airfield

Class 9212 Airport Safety Officer  
3 - Training

Class 9220 Airport Operations Supervisor  
1 - Training

Communications

Class 9203 Airport Senior Communications  
Dispatcher

2 - Training  
1 - Administrative Assistant

In filling these specialty assignment positions, the senior bidder shall be assigned unless management shall reasonably determine that the senior employee does not possess the published qualifications, knowledge, skills and abilities required by the assignment. A candidate whose bid for a special assignment position is not accepted shall be entitled to meet with the decision making supervisor to discuss the reasons why he or she was not chosen.

If, on and after the effective date of this Agreement, management determines that it wishes to establish additional special assignment positions, it shall give written notice to the Union of that intent and, upon demand, shall meet and confer with the Union with regard to any such proposal.

2. Shift Trades

Employees involved in a shift trade will be deemed to waive their right to overtime pursuant to the City-wide Memorandum of Understanding, Article III.F. Overtime Compensation.

**TRAINING**

Education and Career Development

1. Field Training Officer

The Airport and the Union shall designate a committee consisting of four (4) members representing management and four (4) members appointed by the Union to develop a proposal for a Field Training Officer within the Airport Communications and Police Bureau Section, and the Airport Operations Section.

**PAY, HOURS & BENEFITS**

### Overtime

The Union and Airport Management shall mutually agree on the development and implementation of shift trade policy and overtime procedures including the distribution of overtime consistent with the operational needs of that department or particular unit.

## **LEAVES OF ABSENCE**

### Leaves of Absences – Submission of Leave Request

Except for vacation leave, witness or jury duty leave, compulsory sick leave or disability leave, an employee requesting leave for more than forty (40) hours shall submit a request in writing to the Appointing Officer or designee on an official Request for Leave form.

If the Leave is pre-scheduled, the Request for Leave Form must be submitted prior to the first day of the leave. If a leave is unscheduled, the Request for Leave form will be sent to the employee at his or her last known address by both regular and certified mail. The employee is responsible for ensuring that the Airport Human Resources Office has his or her current address on file. This form must be returned within ten (10) days of its postmark.

## **HEALTH AND SAFETY**

### Hazardous Materials

The Airport will make available the Material Safety Data Sheets for all janitorial cleaning chemicals at each of the Custodial Divisional Offices and lunchroom within each terminal. The Union may make an appointment to inspect these documents on a bi-annual basis. Airport Management is also willing to meet to discuss any concerns regarding these documents.

### Health and Safety

The Union will not file or advance any future grievances pertaining to staffing or overtime under Article VI.A., Health and Safety, of the City-wide MOU.

## **EMPLOYMENT CONDITIONS**

### Equipment and Uniforms

#### 1. Safety Clothing/7 Point Stars

Not later than 15 days after the effective date of this Agreement, the Airport and the Union shall commence meeting and conferring for the purpose of reaching agreement upon the design and distinguishing characteristics of an appropriate safety vest or belt to be worn by the Police Service Aides at the Airport. The parties shall consider, and include within their final Agreement, of whatever nature the following factors: (a) the necessity of distinguish the Police Service Aides employees from non-police traffic control employees at the Airport; (b) the fact that the vest or belt must clearly identify the wearer as a member of a law enforcement agency; (c) and that the fit and material of the vest or belt be light weight and non-restrictive as feasible, consistent with its purpose.

## **POLICY CONCERNING SUBSTANCE ABUSE**

### **I. General Policy Applicable to Airport Commission Employees**

- A. Employees are required to notify the Airport Human Resources Department in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days following such conviction. Failure to make this notification may result in disciplinary action, up to and including discharge.
- B. It is also the Airport's policy that the use of controlled substances and alcohol by any employee while on the job is prohibited and provides the same penalties for violation as set forth above. The definition of "use" is not limited to actual consumption of controlled substances and alcohol (or any other means of introducing such drugs or alcohol into one's system) while on the job; "use" also is defined to include evidence of the presence at the levels indicated in Appendix A, of controlled substances or alcohol in an employee's system while on the job, irrespective of when the substance may have been consumed by the employee or otherwise introduced into the employee's system. In the case of alcohol, use is further defined later in this document.
- C. In certain circumstances, alcohol and drug addictions may be considered illnesses. If an employee suspects that he or she has an alcohol or drug problem, help is readily available to the employee and his/her family if the employee self-identifies as outlined in D. below before commencement of an investigation or disciplinary process. Employees coming forward under these circumstances will not be disciplined absent other issues (e.g. using drugs while on duty). Information on professional and self-help programs for intervention when a substance abuse problem is suspected is available from the City's Employee Assistance Program ("EAP") and the Airport Human Resources Department.
- D. Under conditions described below, the Airport will assist employees who identify themselves to the Airport as having a drug and/or alcohol problem and demonstrate their willingness to seek and accept professional help for their addiction.
  - 1. Such assistance might include granting the employee a leave of absence, if such leave is determined to be necessary by substance abuse professionals, to obtain treatment for or help with the problem.
  - 2. An employee who self-identifies and fulfills his or her obligations for rehabilitation as recommended by an Airport-authorized Substance Abuse Professional ("SAP") may be subject to return-to-duty and follow-up testing as described in Section IV.E.
  - 3. The employee must self-identify to an Airport supervisor prior to being approached by Airport managerial personnel with reasonable suspicion that



the employee has a substance abuse problem causing unacceptable on-duty behavior or prior to being asked to submit to a drug or alcohol test. Self-identifying after notification of a drug or alcohol test will not relieve the employee of the requirement to take a test, nor will it be cause to prevent the implementation of disciplinary action on the basis of the results of the test or refusal to be tested. Likewise, an employee's self-identification following any conduct which constitutes a violation of this policy will not prevent disciplinary action.

4. The Airport has designated the Airport Human Resources Director as the contact person responsible for answering questions about this Policy and programs to assist employees.
- E The Airport retains all rights under the Civil Service Commission Rules and/or the Collective Bargaining Agreement if applicable to place employees on compulsory sick leave for on-the-job behavior that jeopardizes the safety of themselves or others.

## **II. Policy of Testing for Reasonable Suspicion**

- A. The Airport may test with reasonable suspicion for the presence of alcohol and or controlled or illegal drugs at levels set forth in Appendix A, for the following classifications:
- 9202 Airport Communications Dispatcher  
9203 Senior Airport Communications Dispatcher  
9204 Airport Communications Supervisor  
9212 Airport Safety Officer  
9220 Airport Operations Supervisor  
1929 Parts Storekeeper
- B. The Airport may test all employees under the reasonable suspicion for the presence of alcohol.
- C. Purpose - The purpose of reasonable suspicion testing is to provide management with a method of identifying employees who may pose a danger to themselves and others in their performance of their job duties because of their use of drugs or alcohol, or both. Employees may be at work in a condition that raises concern regarding their safety. A supervisor must make a decision as to whether reasonable suspicion exists to conclude that substance abuse may be causing the behavior. The supervisor making this determination will be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use.

- D. Reasonable suspicion testing will be administered when a supervisor who has received training as set forth in II.C. above observes covered employee behavior indicating possible drug use or alcohol misuse.
1. The supervisor must observe and describe specific behavioral, performance, or contemporaneous physical indicators of probable drug use or alcohol misuse. Upon making such observation, the supervisor will determine whether he or she believes the employee to be using drugs or misusing alcohol and order the employee to undergo testing as appropriate.
  2. The supervisor will obtain the opinion of a second trained supervisor, if circumstances permit. If both supervisors agree that reasonable suspicion exists, the employee will be escorted to the collection site by a supervisor and will be provided transportation home after testing is completed. The employee may, at his or her request, instead of being tested, be evaluated by a medical physician at SFO Medical Services, if a physician is available. However, such an examination may involve diagnostic tests, including the drawing of blood or urine. If a physician is unavailable, the employee shall submit to the required test.
  3. An employee who is tested for reasonable suspicion where the results are not available immediately will be placed on administrative leave without pay pending receipt of the test results. If the employee passes the test(s), all lost pay shall be restored to him or her, unless there was conduct which may supply an independent basis for disciplinary action.
  4. Testing will cover the substances listed in Section III.F.1. below.
- E. Procedures for reasonable-suspicion testing are described in Sections III.F. and G. below.
- F. Employees employed in "safety sensitive" positions as described in Section III.A., who test positive may be subject to return-to-duty and follow-up testing as described in Section III.H.

### **III. Policy Applicable to Safety-Sensitive Employees**

- A. The Airport has determined that the following classifications are subject to this section:

9202 Airport Communications Dispatcher  
9203 Senior Airport Communications Dispatcher  
9212 Airport Safety Officer  
9220 Airport Operations Supervisor  
1929 Parts Storekeeper

The Parties hereby acknowledge and recognizing that to the extent that federal law mandates that more stringent standards or procedures apply to Airport employees, those standards and procedures shall supersede those set forth herein. The Airport shall advise the Union of its determination that higher standards must apply, and will meet and confer with the Union regarding any impact of such a determination on matters within the scope of bargaining. Nothing herein shall constitute a waiver of the Union's right to challenge any Airport determination that higher standards must apply through available judicial processes.

- B. No employee may perform a safety-sensitive function when that employee has a prohibited drug, or an alcohol concentration of 0.02 or more, in his or her system. Employees who are covered by this section currently include all persons in the following job classifications:

|      |  |
|------|--|
| 9202 | Airport Communications Dispatcher        |
| 9203 | Senior Airport Communications Dispatcher |
| 9212 | Airport Safety Officer                   |
| 9220 | Airport Operations Supervisor            |
| 1929 | Parts Storekeeper                        |

- C. An employee in a safety-sensitive position may not consume alcohol for at least eight hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- D. Possessing or consuming alcohol while on Airport property is also a violation of this Policy, with the following exceptions:
1. Consumption, possession, sale or purchase of alcohol in certain approved restaurant, cocktail, conference or recreational facilities of the Airport when employees are not on working time and or not in uniform; and
  2. Possession of alcohol in sealed containers in an employee's private vehicle on Airport property or while being transported in compliance with applicable legal requirements.
- E. The Airport recognizes that confidentiality of information obtained in the drug and alcohol testing process is a critical concern to all employees who have been or will be tested. The Airport will handle test results and employee information in a confidential manner. All participants in the collection, testing and reporting process will be informed of their responsibility to protect the employee's privacy and testing program confidentiality. Testing records and results will be released only to the limited designated personnel authorized to receive such information.

- F. All employees performing safety-sensitive functions, as provided in III.A. above, shall be subject to urine drug testing and alcohol testing by an evidential breath testing (EBT) device, for reasonable suspicion (see G. below), following an accident (see H. below), on a random and unannounced basis, and prior to return to duty and on a follow-up basis after rehabilitation (see I. below).
1. Drugs to be tested for include marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. Alcohol concentration is measured by EBT.
  2. If an employee in a safety-sensitive position refuses to take a required drug or alcohol test, tests positive for any of the above-listed drugs, or shows an alcohol concentration of 0.04 or greater, such employee shall be immediately relieved of his or her safety-sensitive functions, shall be referred to the Medical Review Officer ("MRO"), and may be subject to discipline based on the facts of the case, up to and including discharge.
  3. If an employee tests positive for alcohol with an alcohol concentration of at least 0.02 but less than 0.04, that employee shall immediately be removed from service; said employee shall be counseled, and shall be advised to seek professional help in the event he/she may have a substance abuse problem. More than one instance of showing an alcohol concentration in this range will subject an employee to more serious disciplinary action. If an employee is seen drinking alcohol while on duty, the employee may be subject to serious discipline, up to and including discharge for the first offense.
  4. If an employee adulterates a specimen for drug or alcohol testing or otherwise falsifies or attempts to falsify the testing process or results, such employee will be subject to severe discipline.
- G. "Reasonable suspicion" testing as used in this policy means a drug or alcohol test required when a supervisor or manager reasonably suspects an employee of using a prohibited drug or alcohol while on the job, and when a second trained supervisor or manager, if one is available, agrees that reasonable suspicion exists.
- H. "Post-accident" testing as used in this policy means a drug or alcohol test required in the event of an occurrence (accident), in which an individual dies, or any nonfatal accident involving an Airport vehicle in which an individual is injured and immediately receives medical treatment away from the scene, or in which one or more vehicles involved sustains disabling damage as a result of the occurrence and must be towed away. A post-accident drug test will be administered to an employee or employees when an accident, as defined above, has occurred and the employee performed a safety-sensitive function that either contributed to the accident or cannot be completely discounted as a contributing factor in the accident. An employee will be subject to alcohol testing in a post-accident situation only when the employee's

conduct causes a supervisor or manager reasonably to suspect that the employee may be under the influence of alcohol.

- I.. "Return-to-duty" testing as used in this policy means a drug or alcohol test required when the Airport allows an employee who did not pass a drug or alcohol test to return to work or when an employee has self-identified before any testing is required and has successfully completed an appropriate rehabilitation program. The SAP must determine that the employee may return to duty. Employees returning to duty as described in this paragraph may be given unannounced "follow-up" drug or alcohol tests, or both, if recommended by the SAP. Such follow-up tests shall not exceed a two year period, unless special circumstances prompt the SAP to recommend an extension of this period.

#### **IV. Drug and Alcohol Testing Procedures**

SFIA/SEIU drug testing procedures shall be based on Department of Transportation (DOT) standards. The procedures set forth below were established as of July 2000 and are for general informational purposes. To the extent these procedures have been modified by more current DOT standards, DOT standards shall supersede those set forth here.

##### **A. Pre-Employment Testing**

1. Purpose - The purpose of pre-employment testing is to identify applicants who have consumed a prohibited drug in the recent past. This behavior has the potential to impact the workplace and may present an unacceptable safety risk to the employee, coworkers, passengers, and the general public. The Airport will not hire an applicant who tests positive in a pre-employment drug test.
2. Coverage – Applicants, except current City employees, seeking the following positions will be required to submit to urine drug testing as part of the selection process:
  - a. Candidates applying for the following positions are subject to pre-employment drug testing:  
  
9202 Airport Communications Dispatcher  
9203 Airport Senior Communications Dispatcher  
9204 Airport Communications Supervisor  
9212 Airport Safety Officer  
9220 Airport Operations Supervisor  
1929 Parts Storekeeper
  - b. Applicants, except current City employees, for classifications whose incumbents must obtain security clearances because of their access to

areas secured by U.S. Customs will also be subject to pre-employment testing. Such classes currently include:

|      |  |
|------|--|
| 2708 | Custodian                                |
| 2716 | Custodial Assistant Supervisor           |
| 2718 | Custodial Supervisor I                   |
| 2719 | Janitorial Services Assistant Supervisor |
| 7268 | Window Cleaner Supervisor                |
| 7392 | Window Cleaner                           |

- c. Applicants who test positive, or who decline to be tested, will not be further considered.
3. Pre-employment drug testing shall be administered only after the candidate has been given and has accepted a conditional job offer. The conditional offer shall specify that a final offer shall be conditioned upon, among other things, negative drug test results.
4. Collection and testing procedures for pre-employment drug testing will be the same as for other types of testing as described in paragraph F, as applicable to the circumstances, except that the individual will not be escorted to or from the collection site.

**B. Random Testing**

1. The Airport will administer random drug tests to employees in classifications listed in Section III.A. of the Policy Concerning Substance Abuse. Random drug tests will be conducted without advance notice during employees' normal working hours.
  - a. All employees will be placed in a random testing pool, from which random selection shall be made. The Human Resources Director or his/her designed representative shall notify said employees in as confidential manner as reasonably possible.
  - b. The random numbers or other identifiers assigned to all employees who have been selected for random testing shall be immediately returned to the pool, so that everyone has an equal chance of being selected for the next round of testing.
2. The Airport will annually require at least 25% of the covered employees to undergo drug testing, except that the Airport Director may revise the testing rate after reviewing data concerning the rate of positive tests in the previous calendar year. Random testing will be conducted throughout any given year at a relatively

steady rate, although the days of the week and the times when testing is conducted will vary.

C. **Reasonable Suspicion Testing** All employees shall be subject to reasonable-suspicion testing in classifications set forth in Section II.A. and B.

D. **Post-Accident Testing**

1. **Purpose** - The purpose of post-accident drug testing is to determine whether substance abuse has been a causative factor in an accident in which an individual dies or is injured or disabling damage occurs to one or more vehicles involved. Although the first concern is the health of any accident victim(s), post-accident drug and alcohol tests must be performed as soon as possible after the accident and after it is determined that the employee's performance cannot be ruled out as a contributing factor.
2. Post-accident drug tests must be administered whenever a safety-sensitive employee is involved in an occurrence (accident) with an Airport vehicle in which an individual dies. Testing is also required when in an occurrence an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident, or in which the Airport vehicle or another vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle. In such nonfatal accidents, the Airport will test a covered employee on duty in the vehicle if the employee has been cited or if the Airport Human Resources Director or his/her designated representative determines the employee's performance could have contributed to the accident.
  - a. In the event of an accident described in 1. above, urine specimens must be collected, not later than eight (8) hours after the accident, from every employee who performed a safety sensitive function that either contributed to the accident or cannot be conclusively ruled out as a contributing factor to the accident. Ordinarily, specimens will be collected as soon as possible after the accident, allowing for treatment of any injuries first.
  - b. Alcohol testing will be conducted only when the employee's conduct, besides the mere fact of being involved in an accident, causes a supervisor or manager reasonably to suspect the employee may be under the influence of alcohol. An alcohol test should be administered within two (2) hours of the accident, and must be administered within eight (8) hours of the accident.
  - c. The decision to administer post-accident drug and alcohol tests will be made by an Airport supervisor.

- d. Supervisors will explain the reason for the tests to each employee to be tested and will escort employees to the collection site.
  - e. Employees involved in occurrences as defined in paragraph D.2. above must remain available for testing following the accident and should be paid for this time. The supervisor shall inform the employee(s) when he or she may leave. If an employee leaves the scene without authorization or is otherwise unavailable for testing, the employee shall be considered to have refused the test and shall be subject to appropriate discipline.
- 3. If reasonable suspicion (see b. above) is also found in post-accident situations, the employee will be transported home and placed on administrative leave without pay until test results are received. The employee will be reinstated and any lost pay will be restored should the test results be negative.

**E. Return-To-Duty and Follow-Up Testing**

- 1. Purpose - The purpose of return-to-duty testing is to provide assurance that the employee is presently free of alcohol and/or any prohibited drugs and is able to return to work without undue concern about continued substance abuse. The purpose of follow-up testing, which will be specified by the Airport's SAP according to the circumstances of each case, is to ensure that an employee's recovery from substance abuse is continuing so that the possibility of accidents and injuries is minimized.
- 2. Any employee who refuses to take or does not pass a required drug or alcohol test, and is not discharged, may not perform a safety sensitive function until he or she passes a drug or alcohol test, or both, and the SAP has determined that the employee may return to duty. The leave and pay status of any such employee before return to duty will depend upon the circumstances.
- 3. Employees who are subject to follow-up testing must undergo unannounced testing if such testing is recommended for the SAP. The duration and frequency of their tests will also be determined by the SAP, but may not exceed 2 years unless circumstances arise which cause the SAP to recommend an extension. The terms and conditions of any return to work situation will depend upon individual facts.
- 4. Employees subject to follow-up testing will at all times remain in the random testing pool so that such employees may be required to undergo random testing in addition to follow-up testing.



**F. Procedures Common to Pre-Employment, Reasonable Suspicion, Post-Accident, Random, Return-to-Duty, and Follow-up Drug Testing**

1. When an employee must be tested for reasonable suspicion or following an accident, he or she will be escorted by a supervisor to the collection site. Upon arrival at the collection site, the employee will be required to follow the instructions of collection site personnel. In other situations, the employees will not be escorted.
  - a. The employee will be required to complete a urine custody and control form, the purpose of which is to ensure proper identification, handling, and confidentiality of the specimen.
  - b. The employee will provide a urine specimen in a private enclosure according to instructions of collection site personnel.
    - (1) The employee will be provided with a securely wrapped single-use collection cup or specimen bottle, to be opened in front of the employee.
    - (2) The employee will be required to provide a specimen of not less than 45 milliliters (ml.) of urine.
    - (3) The collection site person will pour the urine into two specimen bottles (if a collection cup is used) or pour off urine in excess of 30 ml. from the specimen bottle used for collection into another specimen bottle. This process will result in a split sample consisting of the primary specimen of 30 ml. of urine and the split specimen of at least 15 ml. of urine.
  - c. The specimens will be sealed and labeled by collection site personnel. The employee will observe the sealing and initial the labeling. The specimens will be transported to a laboratory approved by the Department of Health and Human Services ("DHHS") for actual testing.
  - d. If the employee is unable to provide at least 45 ml. of urine, the collection site person will instruct him or her to drink not more than 24 ounces of fluids during a period of up to two hours. The employee will then be directed to provide another specimen, and if he/she provides 45 ml. of urine, the first specimen shall be discarded. If the employee fails to provide 45 ml. of urine, the specimen shall be discarded and the employee referred to the MRO, who shall refer the employee for medical evaluation to determine whether the

individual's inability to provide an adequate specimen is genuine or constitutes a refusal to submit to a drug test. Applicants who do not provide 45 ml. of urine after this procedure shall not be considered further in the selection process.

- e. Employees will be escorted or directed to report back to their work sites or vehicles, as the case may be. If an employee is being tested for reasonable suspicion, the Airport will arrange for transportation to the employee's residence.
2. In certain limited circumstances, the specimen collection will be monitored.
- a. If there is reason to believe that an individual has adulterated the specimen or otherwise compromised the collection process, that individual will be asked to provide a specimen under the direct observation of a same-gender collection site person. The following circumstances may result in a request that an individual provide a specimen under direct observation:
    - (1) The employee has presented a urine specimen that falls outside the normal temperature range (90.5-99.8F) and declines to provide a measurement of oral body temperature by sterile thermometer or shows an oral temperature that varies more than 1C/1.8F from the temperature of the specimen.
    - (2) The last urine specimen provided by the employee (the most recent test) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2 g/L.
    - (3) The collection site person observes conduct clearly and unequivocally indicating an attempt to adulterate the specimen (for example, substituting urine in plain view or presenting a specimen containing blue dye).
  - b. If the employee refuses to cooperate with the collection process, the collection site person will inform the Airport Human Resources Director or his/her designated representative and shall fully document the non-cooperation on the urine custody and control form. Failure to cooperate may result in disciplinary action, up to and including discharge. In the case of pre-employment testing, any failure to cooperate by an applicant shall disqualify him or her for further consideration in the selection process.

3. The laboratory will perform screening of the specimens using a technique known as immunoassay. All positive results will be confirmed using a second technique known as gas chromatography/mass spectrometry.
4. All test results will be reported by the laboratory to the Airport's MRO, who is a licensed physician with knowledge of substance abuse disorders, in a manner designed to ensure confidentiality of the information. Only specimens confirmed positive by gas chromatography/mass spectrometry will be reported as positive by the laboratory to the MRO.
5. The MRO, after appropriate review, will report test results to the Human Resources Director or his/ her designated representative.
  - a. In the event of a positive test result, the MRO shall give the individual an opportunity to discuss the test result with him or her before reporting the result as positive to the Airport.
  - b. The employee shall be given twenty-four (24) hours to respond to the MRO's attempt to contact him or her; failure to respond within that time will cause the MRO to request that the Airport's Human Resources Director or his/her designated representative contact the employee and direct him or her to contact the MRO immediately.
  - c. The MRO shall examine any alternative medical explanations offered by the individual to explain any positive test result.
  - d. If the MRO determines that there is a legitimate explanation for a positive test result, the MRO shall report that result to the Airport as negative.
  - e. The MRO shall verify a result as positive to the Airport without direct contact with the tested employee when:
    - (1) The employee expressly declines the opportunity to discuss the test; or
    - (2) The Human Resources Director has directed the employee to contact the MRO and more than two (2) days have passed without such contact occurring.
  - f. The MRO shall notify each employee who has a confirmed positive test that he or she has seventy-two (72) hours in which to request a test of the split specimen.

6. When the MRO reports a positive result for an employee and depending on the facts of the case, the employee may be subject to disciplinary action, up to and including discharge
7. All test results will remain strictly confidential, whether maintained by the laboratory, the MRO, or the Airport.
  - a. Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person or if proper legal authority compels such release.
  - b. The MRO will report results only to the Human Resources Director or his/her designated representative.
  - c. The MRO will provide to the individual his or her tests result upon request by the individual.
  - d. The Human Resources Director or his/her designated representative will share this information only on absolute need-to-know basis. Those receiving this information will be informed of its confidentiality.
8. An employee (or applicant) who does not pass a drug test administered under the Policy Concerning Substance Abuse may request that the split urine sample be tested by submitting a written request to the MRO within seventy-two (72) hours of notification by the MRO to the employee of his or her right to request another test. The MRO will then direct, in writing, the laboratory to provide the split sample to another DHHS-certified laboratory for analysis.
  - a. If testing of the split sample fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test. The MRO shall also cancel the test if the split specimen is unavailable, inadequate for testing, or untestable. The MRO shall declare that the employee has passed the test in any circumstance where a second test is not possible through no fault of the employee or that test fails to confirm the presence of any prohibited substance(s).
  - b. The employee who has not contacted the MRO within the seventy-two (72) -hour period may present to the MRO information documenting circumstances, such as serious illness or injury that unavoidably prevented the employee's timely request for testing of the split sample. If the MRO determines the employee's information

adequately explains his or her failure to contact the MRO, the MRO shall then direct the testing of the split sample be performed.

9. An employee who refuses to take a required drug test will be presumed to have tested positive, and shall be subject to appropriate disciplinary action, based upon the facts of the case, up to and including discharge.
10. An employee who does not pass, or who refuses, a required drug test and is not discharged shall be referred to the Airport's SAP for evaluation. The SAP shall be a licensed physician who has knowledge of substance abuse disorders and their treatment.

**G. Alcohol Testing Procedures**

1. Alcohol testing will be accomplished by means of an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration and listed on its Conforming Products List. The EBT measures an employee's alcohol concentration in exhaled breath.
2. Alcohol testing will take place at a testing site or facility and will be conducted by persons qualified as Breath Alcohol Technicians.
  - a. Employees and applicants to be tested will either report or be escorted to the testing site for testing. The test will be administered by a properly trained Breath Alcohol Technician (BAT).
  - b. The BAT shall be trained to proficiency in the EBT he or she is using and in the alcohol procedures specified in this Policy.
  - c. The alcohol test shall be conducted in a manner that provides the employee with privacy to the greatest extent applicable.
  - d. The EBT must be secured with no unauthorized access at any time. Only one test will be conducted at a time, and the BAT may not leave the testing site while the preparations for testing or the test itself is in progress.
3. Testing process
  - a. The individual to be tested must present to the BAT positive photo identification (such as a driver's license or Airport identification card).
  - b. The employee or applicant and the BAT must complete, date and sign a form indicating that the employee or applicant is present and providing a breath specimen. A copy of the completed form will be provided to the tested individual.
  - c. The BAT will initially conduct a screening test.
    - (1) The BAT will open an individually sealed, disposable mouthpiece in view of the employee or applicant and attach it to the EBT.
    - (2) The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until an adequate

amount of breath has been obtained. The BAT will then show the employee the test result displayed on the EBT or on the printed result.

- (3) If the result of the screening test is an alcohol concentration less than 0.02, no further testing is required and the test result will be considered as negative.
  - (4) If the test result shows an alcohol concentration of 0.02 or greater, a confirmation test will be performed.
- d. The confirmation test must be conducted at least 15 minutes, but not more than 20 minutes, after the completion of the screening test.
  - (1) During the interval between tests, the employee may not eat, drink, or put any substance into his/her mouth. The employee will also be instructed not to attempt to belch. (However, the test will be conducted even if the employee disregards the instructions.)
  - (2) The confirmation test is conducted using the same procedures as the screening test, with a new mouthpiece.
  - (3) If results of the screening and confirmation tests differ, the confirmation test result is deemed to be the final result.
  - (4) If the result displayed on the EBT is not the same as that on the printed form, the test will be canceled, and the EBT removed from service.
- e. Following completion of the testing, the BAT will sign and date the form, and the employee will sign and date the certification statement. The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamper-proof tape (unless the results are printed directly on the form).
- f. In the event of an incomplete test, the BAT must begin a new test using a new alcohol testing form with a new sequential test number.
- g. Refusal by an employee to complete and sign the alcohol testing form, to provide an adequate amount of breath, or otherwise to cooperate with the directions of the BAT will be deemed a refusal to be tested, will result in a presumed positive test, and may subject the employee, depending on the facts of the case, to disciplinary action,

up to and including possible discharge. Refusal by an applicant to do any of these things will result in rejection from employment.

- (1) If the employee fails to provide an adequate amount of breath, he or she shall be immediately referred to a physician, who shall determine the employee's medical ability to provide an adequate amount of breath.
  - (2) If the physician determines that there is no valid medical reason for the inadequate breath, the employee's failure will be considered a refusal to take the test.
- h. If a screening or confirmatory test cannot be completed, the BAT must, if practicable, begin a new test using a new alcohol testing form with a new sequential test number.

4. Test Accuracy

- a. The above procedures must be followed rigorously for each test.
- b. Alcohol tests will be considered invalid when one or more of the following occur:
  - (1) The external calibration check of the EBT produces a result outside the allowed tolerance levels.
  - (2) A device other than an NHTSA-approved EBT is used.
  - (3) The BAT does not wait 15 minutes between the screening and confirmatory tests.
  - (4) The alcohol test form with the attached EBT printout is not completed correctly. Employee and BAT signatures, or relevant BAT remarks, should be included.
  - (5) The EBT fails to print the confirmation results, the sequential test number on the EBT is not the same as the number on the printout, or the alcohol concentration displayed on the EBT is different from what is printed out.

5 Consequences of Positive Result

- a. Any safety-sensitive employee whose confirmation test shows an alcohol concentration of 0.02 or greater shall be removed from service and will be advised to go to the Employee Assistance Program



or to seek other appropriate treatment in the event he or she may a substance abuse problem. A second such incident will result in disciplinary action. If a safety-sensitive employee's test results are 0.04 or greater, the employee will be immediately removed from service, escorted home, and referred for an evaluation by the MRO or SAP. Depending on the facts of the case, that employee may also be subject to appropriate discipline. In addition, the MRO or SAP must approve of the employee's participation in a rehabilitation program, if appropriate, if the employee is permitted to return to work.

(1.) The MRO or SAP shall determine, among other things, the employee's fitness for duty, whether and what rehabilitation programs may be appropriate, the period of time the employee should be subject to follow-up alcohol testing after return to duty as discussed elsewhere, and whether follow-up drug testing should also be included.

(2.) Assessment by the MRO or SAP shall be scheduled as soon as is feasible. The employee shall not be permitted to work in the interim.

(3.) Assessment by the MRO or SAP shall not affect the Airport's right to discipline, including discipline an employee including discharge if circumstances warrant, for being under the influence of alcohol.

- b. If a non-safety sensitive employee's confirmation test is less than 0.04, the employee will be allowed to return to work, barring other extenuating circumstances. If a non-safety sensitive employee's confirmation test is 0.04 or greater, that employee will be advised to seek treatment in the event he or she may have a substance abuse problem. The employee may be counseled or disciplined, depending upon the test result level and upon the circumstances and behavior of the employee. The employee shall be relieved of duty for the remainder of the shift and escorted home a second such incident may result in more severe action.

If a non-safety sensitive employee's confirmation test is 0.08 or higher that employee shall in addition to the above, be referred to the MRO or SAP.

**V. Employee Self-Identification**

- A. Employees having substance abuse problems may self-refer to the Airport's Employee Assistance Program through an Airport supervisor or through the Human Resources Department, or may otherwise self-identify and seek rehabilitation for a chemical dependency problem without penalty. The Airport encourages employees having substance abuse problems to self-identify, and will assist in coordinating treatment, including authorizing applicable periods of leave for the employee to be treated. (Each case, however, will be evaluated on its own facts.) Self-referral or self-identification after notification of a required drug or alcohol test will not relieve the employee of the requirement to take a test, nor will it prevent the administration of disciplinary action on the basis of the test results or a refusal to be tested.

This Agreement is by and between the City and County of San Francisco (San Francisco International Airport) and Service Employees International Union Local 790. This Agreement will remain in effect through June 30, 2006 and run concurrent with the Citywide collective bargaining agreement unless extended by mutual agreement.

## **Departmental Supplementary Agreement Between San Francisco Public Library And Service Employees International Union Local 790**

### Section 1. Notification of New Library Employees

#### Personnel Office Notes (PONs)

The Library Personnel Office shall continue to publish the PONs twice each month. PONs shall include job-related information of interest to Library employees. Information contained in PONs shall contain but not be limited to the following:

- Notice of positions open for bids
- Library, city-wide and other job positions
- Resignations
- Retirements
- Promotions
- New hires
- Transfers
- Announcement of events of interest to Library employees

### Section 2. Departmental Human Resources Guidelines

The Library agrees to codify current Human Resources Guidelines in the form of the Employee Handbook. Once assembled these practices shall be provided to the Union for review and comment. The Union shall notify the Library within 30 calendar days if it desires to meet and discuss the Human Resources Guidelines.

The Library reserves the right to update the Employee Handbook as required by changes in applicable City or contract changes, which shall be provided to the Union for review and comment. The Union shall notify the Library within 30 calendar days if it desires to meet and discuss these changes.

A copy of these Human Resources guidelines will be made available to each library employee and at each work location.

### Section 3. Health, Safety and Emergency

In accordance with Article 6, Health and Safety, the Library agrees to continue the Library Health, Safety and Emergency Committee for the purposes of reviewing health, safety and emergency issues relating to the Library employee working conditions.

This Committee, as part of its responsibilities, will review safety and emergency procedures. This Committee shall meet not less than once every three (3) months, or as needed. The City Librarian shall designate up to seven (7) additional members which shall be representative of the staff, including paraprofessional/clerical, librarian, janitorial, security and management, including two (2) members nominated by the Union.

The Library shall make copies of all emergency procedures readily available at all work locations.

### Section 4. Staff Development

The Library agrees to continue the practice of providing staff committee participation in the identification, provision and funding of staff training and development.

A committee of staff representatives from all Library classifications shall be convened, under the direction of the departmental Personnel Officer, to identify and fund training opportunities, consistent with management priorities, for all Library classifications. The Union may nominate two members of this Committee. It shall be responsibility of the Committee to develop training opportunities as broadly as possible for all Library classifications and expend training funds in accordance with established Committee procedures. Library Management shall establish a review and approval procedure for individual staff training requests. Staff training requests will be reviewed and may be approved by appropriate management prior to being forwarded to the Educational Opportunity Committee, a subcommittee of the Staff Training and Development Committee, for consideration. The Staff Training and Development Committee shall, through the Departmental Personnel Officer, provide quarterly reports to Library Management of training, expenses and Library staff who have attended.

Whenever possible the Staff Development and Training Committee shall use existing City agencies to secure staff training.

Whenever possible staff training shall be provided during regular shift hours. If training occurs outside normal work hours the Library shall have the option to either change the employees work shift for the duration of the training or to provide compensatory time, based on the needs of the service.

Employees who are required to attend training shall be funded, and such required training shall not be optional.

## Section 5. Reduced Work Schedule

The Library shall consider requests from full-time employees for voluntary reduced work schedules each fiscal year. The application process will begin in May. By June 1 the employee will be notified if his/her request is approved or rejected for the next fiscal year. Reduced work schedules shall be approved in an equitable manner. Conditions and criteria for approval of RWS shall be discussed with the Union in April of each year.

A Reduced Work Schedule shall not be less than twenty (20) hours per week or for less than three (3) continuous months during the fiscal year. Once the request is approved, the Library or the employee may request a review at three (3) month intervals. A three (3) month notice for revocation of the RWS will be given by each party. An employee may request alteration or cancellation of his/her RWS contract for promotion or reassignment purposes.

An employee may appeal a denial of his/her RWS request to the City Librarian within fourteen (14) calendar days of the denial. The City Librarian will render a decision within five (5) working days of the appeal.

## Section 6. Attendance at Meetings

If the Library Commission requests Union representatives at the regularly scheduled Library Commission Meeting, the Library shall allow one (1) Union representative paid release time to attend that meeting. Paid release time will be granted only if the meeting is held during the representative's regularly scheduled work time.

Management will approve release time based on the needs of service and an equitable distribution among the work units in the Library.

## Section 7. Preparation Time

Although management maintains the prerogative to structure work assignments as it sees fit and recognizes its obligation to negotiate with the Union about the effect of changes in the structure of work assignments, employees will be provided with time for preparation during the work day.

## Section 8. Staff Lounges

The Library believes that adequate staff lounges for the Main Library and the branches are desirable, and will make efforts to provide such areas. The Library will actively seek additional space and funds so that such lounges can be provided. Should a space currently in use as a staff lounge be needed for some other purpose, including renovation, the Library will meet and discuss alternatives with the affected staff with the intent of preserving a staff lounge area for that facility.

Section 9.                      Volunteers

In addition to the language that exists in the current Collective Bargaining Agreement between SEIU and the City, the Library agrees to the following language: The Union shall be given a copy of each new approved volunteer position description as soon as it is prepared by the volunteer coordinator, or shall be provided information about pending volunteer position descriptions upon request of the Union Business Representative.

The provisions of the Collective Bargain Agreement Volunteer SEIU and the City, paragraphs 131 - 132 Volunteers, SWAP, CALWORKS, CAAP Workforce, or others not covered by the agreement shall govern the use of volunteers in the Library and the pay of the supervisors of such volunteers.

Section 10.                      Meal Breaks (Unpaid)

The Library shall not require any employee during an eight (8) hour shift to take a meal break before at least three (3) hours of their shift have elapsed, nor after five (5) hours of their shift have elapsed.

Section 11.                      Schedule of Work

The Library will continue the current practice of a rotating weekend schedule for FT employees, unless operational exigencies require otherwise. Each division will mutually agree with affected staff on the frequency of rotation.

The Library will consider requests by employees who wish to be on a work schedule that includes weekend hours on a continuing basis, and will try to accommodate such requests, based on the needs of public service.

Section 12.                      Staff Safety

No employee shall be required to work alone on any floor of a branch or department of the Main Library during open hours, or the facility (or floor/department of the facility) shall be closed to the public.

## **Side letters / Letters of Understanding**

### **Sideletter**

The Library's Equal Employment Opportunity Policy is established pursuant to the Administrative Code. Library Management agrees to provide a copy of this document to the Union.

### **Letter of Understanding on Reclassification**

March 20, 1995

Prior to requesting reclassification, the establishment of new classes or abolishing obsolete classes, the Library will notify the Union.



## **RECREATION AND PARK SUPPLEMENTAL AGREEMENT**

### Training / Classes Preparation Time

Employees in classes 3204, 3210, 3214, 3280, 3284 and any other classes who are assigned by the Appointing Officer or designee to conduct training classes and/or training programs, shall be provided with necessary preparation time as deemed appropriate by the Appointing Officer or designee as part of their regular work schedule.

### Department Response to the Budget Analyst's 2006 Management Audit

Within 90 days of the effective date of this Agreement, the Recreation and Park Department and the Union will meet to review any recommendations contained in the Recreation and Park Department's reply to the Budget Analyst's 2006 Management Audit that may affect members of the bargaining unit.

To the extent that the Department moves to implement any such recommendations, the Department will meet and confer on the impact of those that fall within the scope of bargaining.

## **FINE ARTS SUPPLEMENTAL AGREEMENT**

### **Museum Training**

Training for classifications 8202 Security Guard, 8226 Museum Guard, and 8228 Senior Museum Guard shall continue by current practice. Approved training includes: P.C. 832 P.O.S.T., California Consumer Affairs Guard Card, California Affairs Gun Card (Initial and Re-qualification), Red Cross First Aid Certificate, Hazardous Material Training, Crowd Control, Customer Service Training, Emergency Response Training, and Fire Extinguisher Training.

## **SIDELETTERS**

### **CITY-WIDE VOLUNTARY TIME OFF PROGRAM**

The parties hereby agree to the following clarifying principles in connection with the implementation of this provision:

- (a) The Voluntary Time Off Program will be triggered by certification of a projected deficit by the Controller's Office as authorized by the Appointing Officer's approval of the VTOP request;
- (b) The Union shall provide the City with its input and recommendations as to how the present VTOP form should be amended so as to clearly express the rights and obligations of the employee and employer under this program;
- (c) The parties affirm the language of paragraph 281 that there shall be no mandatory unpaid administrative leaves (furloughs) of any duration for employees subject to this Agreement;
- (d) It is the intent of both parties that the VTOP contained in this MOU be administered and interpreted consistent with Civil Service Rule 120.28.2 which shall be incorporated as part of this Agreement.

## **HEALTH AND SAFETY**

The parties mutually agree that after the execution of this interpretive Memorandum, and the implementation of the Kagel award as modified or interpreted herein, the parties will meet and discuss the present language of Article VI. If changes are mutually agreed upon, they will modify the language of Article VI. If mutual agreement cannot be reached on any aspect of Article VI, no changes will be made.

**SIDELETTER/SFUSD & CCD**

**SIDE LETTER  
CITY AND COUNTY OF SAN FRANCISCO  
AND SEIU, LOCALS 250, 535, AND 790  
APRIL 29, 1997**

The parties agree that nothing that occurred during their 1997 collective bargaining negotiations for a new city-wide agreement, including the addition, deletion or relocation of references to the San Francisco Unified School District ("SFUSD") and/or the Community College District ("CCD") within the Agreement shall in any way jeopardize the parties' respective positions as to whether the SFUSD and/or the CCD are bound by this Agreement.

/s/ John Borsos  
SEIU, LOCAL 250

/s/ Curt Kirschner  
CITY AND COUNTY OF  
SAN FRANCISCO

/s/ Linda Joseph 4/29/97  
SEIU, LOCAL 535

/s/ Lawanna Preston 4/29/97  
SEIU, LOCAL 790

## **HEALTH CARE REFORM**

### **Letter of Agreement In Support of National Health Care Reform**

The Union and the Employer agree to write and sign a joint letter in support of national health reform. The letter will be based upon the following ideas and set of principles.

Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments.

The parties recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even on a state-by-state basis. Rather, a national framework for a health care system that works in partnership with the states is required to solve the three related problems of cost, quality, and access.

National health care reforms should recognize the best of local and state initiatives, including health care reforms that improve access, maximize delivery of cost-effective preventive care, and establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

**Universal Coverage:** Health system reform must guarantee health care as a right, not a privilege, with universal coverage and access for all people who live in California and in the United States, regardless of culture, class, ethnicity, and sexual orientation.

**Role of Public Health Departments and Public Sector Providers:** Public health departments provide essential population-focused health promotion and disease prevention services that are not typically included as part of individual health care benefits through insurance coverage. Examples of these services include disease control, health education, public health nursing services, disaster planning, emergency medical services and environmental protection services. These services must be recognized and adequately funded in any health reform plan.

Even under the most comprehensive national plan, public sector providers will be essential to any health care delivery system. This is for at least three reasons: First, the public sector must always be ready to respond to health care crises, such as the HIV epidemic. Second, the public sector must be available to provide services to those who do not have access to other providers. Finally, there will always be individuals whose circumstances have not been planned for in the comprehensive health care plan, and services need to be available to them through the public sector. It is absolutely essential to provide access for persons who are not able to receive appropriate health care service in other ways through the preservation of a strong and well-financed institutional safety net.

**Comprehensive Benefits:** There must be a guaranteed broad-based benefit package that emphasizes coordinated preventive and primary care services for individuals. Covered services must include disease prevention and health promotion programs which will assist in long-term cost containment. The plan should also include specified programs currently provided by public health departments, including mental health, family planning, long-term care, and substance abuse services.

**Cost Containment:** Health reform must include a package of cost containment measures to control operating and capital expenses because excess costs ultimately limit access to services. These measures should be based on appropriate regulatory provisions and should cover all components of the health system, without creating barriers to appropriate care. Appropriate cost controls include evaluations of technology and procedures, utilization of the most appropriate procedures at the most appropriate level of care, resource planning for distribution of capital and medical technology, and global budgeting.

**Financing:** Health reform must recognize that individuals in society ultimately will pay for the financing of any health system. The health system should be financed through a combination of progressive financing mechanisms that reflect ability to pay.

**Quality Assurance:** There must be mechanisms and safeguards to ensure effective and efficient organization of services and high quality care. Mechanisms should include a process of appeal to ensure that patient rights are respected. Quality assurance should also address the cultural competence of care and assess whether culturally and linguistically appropriate services are being delivered.

**Development of Health Workforce:** Comprehensive health system reform must include support for the education and training of health care workers to ensure: (1) adequate financing; (2) appropriate supply and distribution of workers, geographically and across specialties; (3) affirmative action to reach to goal of appropriate representation of all cultural and ethnic minorities in the health care workforce; and (4) culturally competent care through multicultural education and training of all providers.

**Ongoing Planning and Evaluation with Consumers, Communities and Providers:** To ensure accountability to providers and consumer communities and the protection and promotion of consumer rights, there must be mechanisms to ensure ongoing planning and evaluation of the system. These mechanisms include consumer satisfaction surveys, community-based needs assessment, measures of quality of care, technology assessment, and diverse representation on all advisory committees.

**The following information is provided for informational purposes only and is not part of the Collective Bargaining Agreement:**

**Handling of HIV+ and Hepatitis C+ Claims**

1. The City Attorney and the Director of the Workers' Compensation Division of the Department of Human Resources agree that in the normal course of events, they can properly manage workers' compensation claims involving HIV and Hepatitis C using a pseudonym.
2. The Deputy City Attorney assigned to the matter and the claims adjuster assigned to the matter may disclose the true identity of the applicant to the Managing Attorney of the City Attorney's Office and to the Director of DHR's Workers' Compensation Division for limited purposes, only if disclosure of applicant's identity is necessary to resolve an issue relating to payment or provision of benefits including the form, amount and duration of benefits. In such an event, the city will give unrepresented applicants or represented applicants' counsel notice of such disclosure in a timely manner.
3. In addition, the applicant's name, address and social security number shall be disclosed only as necessary to and between the parties described in paragraph 2, above, and to the treating physicians, medical and other experts and any agents of these parties requiring the information to provide the services requested.
4. The City employees described in paragraph 2, above, will maintain files involving HIV and Hepatitis C in confidence in accordance with all applicable laws.
5. Applicant may designate a trustee for purposes of payments.
6. Unless required to do so by Court order or any applicable laws, the City shall not disclose applicant's HIV positive or Hepatitis C status in the subpoena or discovery process unless the disclosure is provided in a strictly confidential manner. In such an event, the City will give unrepresented applicants or represented applicants' counsel notice of such disclosure within forty-eight (48) hours.
7. The Union understands that the City Attorney has the sole authority under the Charter to represent the City in all Workers' Compensation administrative law and court proceedings. Similarly, the Director of DHR's Workers' Compensation Division has exclusive authority over workers' compensation claims handling procedures. Applicants shall provide the City with signed releases for all medical and other records which may lead to the discovery of admissible evidence.
8. An applicant can waive any and all of the above confidentiality provisions.



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